

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBLOX INCORPORATED		08/11/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	185 BERRY STREET		
Internal Address:	SUITE 3000		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77315769	MBLOX	
Serial Number:	78653366	MBLOX	
Serial Number:	78653378	MBLOX	
Serial Number:	78653388	MBLOX	
Registration Number:	2540971	MOBILESYS	
CORRESPONDENCE DATA			
Fax Number:	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	Kimberley Lathrop c/o Bingham McCutchen		
Address Line 1:	355 South Grand Avenue		
Address Line 2:	Suite 4400		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		

CH \$140.00 77315769

ATTORNEY DOCKET NUMBER:	2073414.333139
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	08/11/2008

Total Attachments: 8

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "**Agreement**") is entered into as of August 11, 2008 by and between SILICON VALLEY BANK ("**Bank**") and MBLOX INCORPORATED, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on **Exhibits A, B, C, and D** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity,

shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, C and D attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

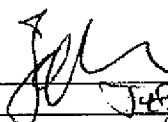
485 East Evelyn Avenue
Sunnyvale, CA 94086

MBLOX INCORPORATED

By: _____

Name: _____

Title: _____



Jeff Clark
CEO

Address of Bank:

185 Berry Street, Suite 3000
San Francisco, CA 94107

BANK:

SILICON VALLEY BANK

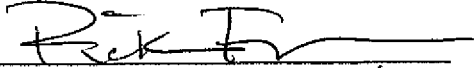
By: 
Name: RICK FREEMAN
Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Apparatus and method for converting a network message to a wireless transport message using a modular architecture	US 6347340	February 12, 2002

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MBLOX	77/315,769	October 29, 2007
MBLOX	78/653,366	June 17, 2005
MBLOX	78/653,378	June 17, 2005
MBLOX	78/653,388	June 17, 2005
MOBILESYS	2,540,971	February 19, 2002

EXHIBIT D

Mask Works

None.