

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
TapRoot Systems, Inc.		10/24/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intersouth Partners VI, L.P.
Street Address:	406 Blackwell Street
Internal Address:	Suite 200
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	LIMITED PARTNERSHIP:

Name:	Harbert Venture Partners, L.L.C.
Street Address:	1210 East Cary Street
Internal Address:	4th Floor
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Mid-Atlantic Venture Fund IV, L.P.
Street Address:	12010 Sunset Hills Road
Internal Address:	Suite 818
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark

900119492

TRADEMARK
REEL: 003878 FRAME: 0793

OP \$65.00 3301351

Registration Number:	3301351	TAPROOT SYSTEMS INC.
Registration Number:	3522313	WALKINGHOTSPOT

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: ip@wyrick.com
Correspondent Name: Wyrick Robbins Yates & Ponton LLP
Address Line 1: 4101 Lake Boone Trail, Suite 300
Address Line 2: John M. Fuscoe
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	012988.031
NAME OF SUBMITTER:	John M. Fuscoe
Signature:	/John M. Fuscoe/
Date:	10/29/2008

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), dated as of October 24, 2008, is hereby entered into by and among TapRoot Systems, Inc., a Delaware corporation (the “*Borrower*”), the purchasers set forth on Exhibit A to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”) (each, a “*Lender*” and sometimes collectively referred to herein as the “*Lenders*”), and Intersouth Partners VI, L.P., as the representative of the Lenders (the “*Lender Representative*”).

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the “*Loan*”), which Loan shall be evidenced by Convertible Secured Promissory Notes (the “*Notes*”) issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the “*Collateral*”), executed in connection with the Loan and dated as of the date hereof (the “*Security Agreement*”); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys’ fees if collected by or through an attorney-at-law (collectively the “*Secured Obligations*”); provided, however, that “*Secured Obligations*” shall not include any obligations of Borrower to any Lender in Lender’s capacity, as a holder of any of Borrower’s capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term “*Intellectual Property*” shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, trademarks, and patents listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use. With respect to trademarks, the term

Intellectual Property includes the entire goodwill of Grantor's business connected with the use of and symbolized by such trademarks;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Borrower's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment. This Agreement, except for Schedule A, may be amended only in a writing signed by both Borrower and the Lender Representative, and any amendment so effected shall be binding upon each of the Lenders; provided, however, that any such amendment or waiver that disproportionately affects any of the holders of the then-outstanding Notes shall require the written consent of all such disproportionately affected holders. Notwithstanding anything to the contrary in this Section 5, the Borrower shall be entitled to include additional purchasers of Notes pursuant to the terms of the Purchase Agreement as Lenders party to this

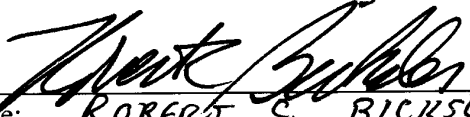
Agreement, provided that such purchasers shall execute appropriate signature pages to this Agreement and other related agreements. No delay or failure on the part of any Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lenders unless made in writing and signed by the Lender Representative, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments. With respect to **Schedule A**, Borrower may amend such schedule from time-to-time, as necessary, to modify the list of Intellectual Property or to add any after-acquired Intellectual Property, by filing a Confirmatory Intellectual Property Security Agreement (“Confirmatory Security Agreement”), in a form substantially similar to **Exhibit A** to this Agreement, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable. A copy of any such Confirmatory Security Agreement filed by Borrower shall be provided to Lender Representative.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

TAPROOT SYSTEMS, INC.

By: 
Name: ROBERT C. BICKLER
Title: PRES & CEO

LENDER REPRESENTATIVE:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: _____
Name: _____
Title: _____

LENDERS:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: _____
Name: _____
Title: _____

HARBERT VENTURE PARTNERS, L.L.C.

By: _____
Name: _____
Title: _____

MID-ATLANTIC VENTURE FUND IV, L.P.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: TAPROOT SYSTEMS, INC.

By: _____
Name: _____
Title: _____

LENDER REPRESENTATIVE: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: [Signature]
Name: TRISH MULLOHA
Title: MEMBER MANAGER

LENDERS: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: [Signature]
Name: TRISH MULLOHA
Title: MEMBER MANAGER

HARBERT VENTURE PARTNERS, L.L.C.

By: _____
Name: _____
Title: _____

MID-ATLANTIC VENTURE FUND IV, L.P.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

TAPROOT SYSTEMS, INC.

By: _____
Name: _____
Title: _____

LENDER REPRESENTATIVE:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: _____
Name: _____
Title: _____

LENDERS:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: _____
Name: _____
Title: _____

HARBERT VENTURE PARTNERS, L.L.C.

By: Wayne L. Hunter
Name: Wayne L. Hunter
Title: Managing Partner

MID-ATLANTIC VENTURE FUND IV, L.P.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

TAPROOT SYSTEMS, INC.

By: _____
Name: _____
Title: _____

LENDER REPRESENTATIVE:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: _____
Name: _____
Title: _____

LENDERS:

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, L.P.

By: _____
Name: _____
Title: _____

HARBERT VENTURE PARTNERS, L.L.C.

By: _____
Name: _____
Title: _____

MID-ATLANTIC VENTURE FUND IV, L.P.

By: _____
Name: _____
Title: _____
Sealy Treasurer of Co. / Partner

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A

INTELLECTUAL PROPERTY

1. Copyrights/Software:

Software Program/Description^(Note 1)	Registration/ Application Number	Registration/ Application Date
None		

SCHEDULE A

INTELLECTUAL PROPERTY

2. Patents and patent applications

Title Description	Inventor Names(s)	Registration/ Application Number	Registration/ Application Date
Service Layer Abstraction Architecture for Wireless Mobile Devices	Hugh W. Thomas Frank A. Smoak Keith Collins (Assignee – TapRoot Systems, Inc.)	Ser. No. 11/801,911	10 May 2007
Point of Presence on a Mobile Network	Hugh W. Thomas Steven E. Cistulli Michael John Linstrom Antti Juhani Raina Jun Xu Frank Andrew Smoak Kevin Martin Asbury William Heinze III Darrin Jesse Bates (Assignee – TapRoot Systems, Inc.)	Ser. No. 10/881,296	22 January 2008
Point of Presence on a Mobile Network	Hugh W. Thomas Steven E. Cistulli Michael John Linstrom Antti Juhani Raina Jun Xu Frank Andrew Smoak Kevin Martin Asbury William Heinze III Darrin Jesse Bates (Assignee/Applicant – TapRoot Systems, Inc.)	Ser. No. PCT/US2008/000870	22 January 2008
Enabling Mobile Business Intelligence	Anthony Wayne Spivey Blane E. Rockafellow Keith Collins Frank Andrew Smoak (Assignee – TapRoot Systems, Inc.)	Ser. No. 61/088,026	August 12, 2008

SCHEDULE A

INTELLECTUAL PROPERTY

3. Trademarks and trademark applications

Title Description	Registration/ Application Number	Registration/ Application Date
TAPROOT SYSTEMS INC. & Design	Reg. No. 3,301,351	02 October 2007
WALKINGHOTSPOT	Reg. No. 3,522,313	21 October 2008