

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                         |                |
|-------------------------|----------------|
| <b>SUBMISSION TYPE:</b> | NEW ASSIGNMENT |
|-------------------------|----------------|

|                              |                             |
|------------------------------|-----------------------------|
| <b>NATURE OF CONVEYANCE:</b> | Loan and Security Agreement |
|------------------------------|-----------------------------|

**CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type  |
|---------------------|----------|----------------|--------------|
| Migo Software, Inc. |          | 08/10/2007     | CORPORATION: |

**RECEIVING PARTY DATA**

|                          |                       |
|--------------------------|-----------------------|
| <b>Name:</b>             | Vencore Solutions LLC |
| <b>Street Address:</b>   | 4500 SW Kruse Way     |
| <b>Internal Address:</b> | Suite 350             |
| <b>City:</b>             | Redwood City          |
| <b>State/Country:</b>    | CALIFORNIA            |
| <b>Postal Code:</b>      | 94065                 |
| <b>Entity Type:</b>      | CORPORATION:          |

**PROPERTY NUMBERS Total: 6**

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 78288619 | MIGO      |
| Serial Number: | 78782562 | MIGO      |
| Serial Number: | 78979147 | MIGO      |
| Serial Number: | 78782573 | MIGO      |
| Serial Number: | 78979146 | MIGO      |
| Serial Number: | 77130683 | MIGO      |

**CORRESPONDENCE DATA**

Fax Number: (612)746-3006  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4049495730  
 Email: sikora@daiplaw.com  
 Correspondent Name: Peter S. Dardi, Ph.D.  
 Address Line 1: Dardi & Associates, PLLC  
 Address Line 2: 220 South Sixth Street, Suite 2000  
 Address Line 4: Minneapolis, MINNESOTA 55402

**TRADEMARK**

|   |                       |
|---|-----------------------|
| ATTORNEY DOCKET NUMBER:   | 5038.000001           |
| NAME OF SUBMITTER:  | Peter S. Dardi, Ph.D. |
| Signature:  | /Peter S. Dardi/      |
| Date:   | 10/31/2008            |
| Total Attachments: 5<br>source=Trademark Assignment#page1.tif<br>source=Trademark Assignment#page2.tif<br>source=Trademark Assignment#page3.tif<br>source=Trademark Assignment#page4.tif<br>source=Trademark Assignment#page5.tif |                       |

# VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company  
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035  
(503) 699-4997 • Fax: (503) 675-3136

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 10, 2007 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Migo Software, Inc., a Delaware Corporation ("Grantor").

### RECITALS

Lender 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 Loan and Security Agreement by and between Lender 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).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Loan and Security Agreement

Page 1 of 5

Confidential

X \_\_\_\_\_ (initials of Grantor)

X RL (initials of Grantor)

PATENT  
REEL: 019059 FRAME: 0083  
TRADEMARK  
REEL: 003880 FRAME: 0919

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

**GRANTOR:**

Address of Grantor:


555 Twin Dolphin Drive, Suite 650  
Redwood City, CA 94065  
Attention: Richard Liebman

Migo Software, Inc., a Delaware Corporation

By: X \_\_\_\_\_

Name: Kent Heyman

Title: Chief Executive Officer

By: X 

Name: Richard Liebman

Title: Chief Financial Officer

**LENDER:**

Address of Lender:

4500 SW Kruse Way, Suite 350  
Lake Oswego, OR 97035  
Attention: Jim Johnson

VENCORE SOLUTIONS LLC,  
a Delaware Limited Liability Company

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Loan and Security Agreement

Page 2 of 5

Confidential

X \_\_\_\_\_ (initials of Grantor) X  (initials of Grantor)

PATENT  
TRADEMARK  
REEL: 019959 FRAME: 0084  
REEL: 003880 FRAME: 0920 -11

EXHIBIT A  
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|----------------------------|--------------------------|
|--------------------|----------------------------|--------------------------|

Loan and Security Agreement  
Confidential

X \_\_\_\_\_ (initials of Grantor)

X RU (initials of Grantor)

Page 3 of 5

PATENT  
REEL: 01995 FRAME: 0085  
REEL: 003880 FRAME: 0921

12

EXHIBIT B

PATENTS

| Description  | Patent/Application Number | Issue/Application Date |
|--|---------------------------|------------------------|
| System and method for transferring personalized information among computers. | 10/335,070                | 5/8/2003               |
| Icon Manager   | 11/443,622                | 5/31/2006              |
| Optimize PST File Configuration  | 11/763,337                | 6/14/2006              |
| Leave No Trace   | 11/479,682                | 6/30/2006              |
| Hide Icons From Guest Computer   | 11/479,467                | 6/30/2006              |
| Suppress Display of Guest Computer   | 11/479,383                | 6/30/2006              |
| Show Icons and Email   | 11/479,676                | 6/30/2006              |
| Access MS Email  | 11/479,466                | 6/30/2006              |
| Universal Data File, Roundhouse  | 60/895,954                | 3/20/2007              |
| Universal Loader   | 377093 / 20040172526      | 2003                   |
| PhotoPlay  | 285990 / 20070115149      | 2005                   |
| Mobile Billboard   | 632335 / 20050028078      | 2003                   |
| Real Time Video Auto Scaling   | X <u>TBD</u>              | 2006                   |
| Card Based Digital Rights Management   | X <u>TBD</u>              | 2006                   |
| MigoNetSync  | TBD                       | 7/2007                 |
| MigoDeposit  | TBD                       | 7/2006                 |
| MigoOmniSync   | TBD                       | 8/2007                 |
| MigoAppListener / SDK  | TBD                       | 8/2007                 |

Loan and Security Agreement

Confidential

Page 4 of 5

X \_\_\_\_\_ (initials of Grantor)

X     *W*     (initials of Grantor)

*13*

EXHIBIT C  
TRADEMARKS

| <u>Description</u> | <u>Registration/<br/>Application Number</u> | <u>Registration/<br/>Application Date</u> |
|--------------------|---|---|
| MIGO               | 3,004,97                                    | 10/4/2005                                 |

Loan and Security Agreement  
Confidential

X \_\_\_\_\_ (initials of Grantor) X RL (initials of Grantor) Page 5 of 5

RECORDED: 10/31/2008

PATENT  
REEL: ~~003880~~ TRADEMARK: 0087  
REEL: 003880 FRAME: 0923