

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gearworks, Inc.		12/18/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Split Rock Partners, L.P.		
<b>Street Address:</b>	10400 Viking Drive, Suite 550		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77315747	GEARWORKS	
<b>Serial Number:</b>	77230111	APPMOSPHERE	
<b>Registration Number:</b>	2837924	E ETRACE	
<b>Registration Number:</b>	2714152	ETRACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)607-7100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6126077325		
<b>Email:</b>	bgrahn@openheimer.com		
<b>Correspondent Name:</b>	Barbara Grahn		
<b>Address Line 1:</b>	45 S 7th St, Suite 3300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	22678/24		
<b>NAME OF SUBMITTER:</b>	Barbara Grahn		

**CH \$115.00 77315747**

Signature:	/Barbara Grahn/
Date:	12/27/2008
<b>Total Attachments: 8</b> source=GEARWORKS IP SEC AGR#page1.tif source=GEARWORKS IP SEC AGR#page2.tif source=GEARWORKS IP SEC AGR#page3.tif source=GEARWORKS IP SEC AGR#page4.tif source=GEARWORKS IP SEC AGR#page5.tif source=GEARWORKS IP SEC AGR#page6.tif source=GEARWORKS IP SEC AGR#page7.tif source=GEARWORKS IP SEC AGR#page8.tif	

## SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Subordinated Intellectual Property Security Agreement (this "*Agreement*"), dated as of December 18, 2008, is made by and between Gearworks, Inc., a Delaware corporation (the "*Debtor*"), and Split Rock Partners, L.P., a Delaware limited partnership (the "*Secured Party*") for the benefit of the Investors from time to time party to the Bridge Loan Agreement described below (each, an "*Investor*" and, collectively, the "*Investors*").

Pursuant to a Bridge Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") among the Debtor, as borrower, and the Secured Party, as an Investor, and each other Investor from time to time party thereto, the Investors have made a loan (the "*Loan*") to the Debtor in the amount of \$3,250,000, and the Debtor has executed and delivered to the Investors promissory notes of even date herewith (together with all amendments, modifications and restatements thereof and any note or notes issued in replacement thereof or in substitution therefor, the "*Notes*") to evidence its obligation to pay the Loan.

As a condition to making the Loan and accepting the Notes, the Investors have required the execution and delivery of a Subordinated Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Subordinated Security Agreement*") by the Debtor for the benefit of the Secured Party.

As a further condition to making the Loan and accepting the Notes, the Investors have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the Loan, the Notes and the covenants contained herein, the parties hereby agree as follows:

1. DEFINITIONS.

(a) Terms defined in Loan Agreement. Unless otherwise defined herein, capitalized terms used in this Agreement that are defined in the Loan Agreement or the Subordinated Security Agreement shall have the meanings given to them therein.

(b) Other Definitions. The following terms have the meanings set forth below:

"*Patents*" means all of the Debtor's right, title and interest, subject to the Senior Security Interest, in and to patents or applications for patents, including any provisional and non-provisional patent applications, issued patents, reissued patents, re-examinations, divisionals, continuations, continuation-in-parts thereof and any co-pending foreign patents or patent applications, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, any patent application listed on Exhibit A, this list being non-exclusive.

"*Trademarks*" means all of the Debtor's present and future right, title and interest, subject to the Senior Security Interest, in and to marks, including, but not limited to, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the marks, including, without limitation, the marks listed on Exhibit B, this list being non-exclusive.

2. SECURITY INTEREST. The Debtor hereby confirms that, pursuant to the Subordinated Security Agreement, the Debtor has granted the Secured Party a Subordinated Security Interest in the Patents and Trademarks, subject to the Senior Security Interest, in order to secure payment of the Obligations. As set forth in the Subordinated Security Agreement, the Subordinated Security Interest includes security interests in, and creates a security interest lien in, substantially all of the personal

property of the Debtor, including the Patents and Trademarks of the Debtor. The Subordinated Security Interest contained in this Agreement is granted in connection with the Subordinated Security Interest granted pursuant to the Subordinated Security Agreement. This Agreement grants only the Subordinated Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any trademark application, unless such action is permitted under 15 U.S.C. § 1060. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Subordinated Security Interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Subordinated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. COVENANTS, REPRESENTATIONS AND WARRANTIES. The Debtor hereby covenants, represents and warrants as follows:

(a) Defense. The Debtor (i) will defend and protect, at its own expense and using its best efforts, the Patents and Trademarks against all claims or demands (other than claims and demands based on the Permitted Liens) of all persons other than the Senior Lender and the Secured Party; and (ii) has obtained and will obtain enforceable written assignments from all employees assigning to the Debtor all technology and intellectual property created by its employees in connection with their employment. Except for licensing in the ordinary course of business, the Debtor will not sell or otherwise dispose of the Patents or Trademarks or any interest therein, or grant any lien, encumbrance or any security interest to any third party without the prior written consent of the Secured Party.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Patents as of the date hereof.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Trademarks as of the date hereof. The Debtor further represents and warrants that:

1. the Trademarks are subsisting and have not been adjudged invalid or unenforceable;
2. the Trademarks that are registered are valid and enforceable;
3. no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
4. the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
5. the Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of goods and services marked by the Trademarks.

4. MAINTENANCE. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party with (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity that may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto,

and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

5. SECURED PARTY'S RIGHT TO TAKE ACTION. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Agreement, and if such failure continues for a period of 10 days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in Section 4, immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may, subject to the Subordination Agreement, perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may, subject to the Subordination Agreement, take any and all other actions that the Secured Party may reasonably deem necessary to curc or correct such failure.

6. COSTS AND EXPENSES. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand, subject to the Subordination Agreement, the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under Sections 5 or 10, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

7. POWER OF ATTORNEY. To facilitate the Secured Party's taking action under Sections 5 or 10, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or the Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or the Trademarks to any third party, including, but not limited to, the Secured Party or the Investors. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all of the Obligations.

8. THE DEBTOR'S USE OF THE PATENTS AND THE TRADEMARKS. The Debtor shall be permitted to control and manage the Patents and the Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

9. DEBTOR'S OBLIGATION TO NOTIFY SECURED PARTY. The Debtor shall notify the Secured Party within thirty (30) days of any newly-adopted or acquired Trademarks, any new inventions and any new Patent and Trademark applications and shall assist the Secured Party in recording its Subordinated Security Interest with respect to such new Patents or Trademarks and the parties shall amend the applicable exhibit(s) to this Agreement.

10. ADDITIONAL REMEDIES UPON EVENT OF DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, subject to the Subordination Agreement, take any or all of the following actions:

1. sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and the Trademarks; and


2. enforce the Patents and the Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

*Signature page follows*

fb.us.3489445.07

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**GEARWORKS, INC.,**  
as Debtor

By   
\_\_\_\_\_  
Steven Snyder  
Chief Financial Officer

**SPLIT ROCK PARTNERS, L.P.,**  
as Secured Party on behalf of the Investors

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**GEARWORKS, INC.,**  
as Debtor

By \_\_\_\_\_  
Steven Snyder  
Chief Financial Officer

**SPLIT ROCK PARTNERS, L.P.,**  
as Secured Party on behalf of the Investors  
By: Split Rock Partners Management, LLC  
As: General Partner

By \_\_\_\_\_  
Name: James R. Simons  
Title: Managing Director



**EXHIBIT A****PATENTS**

<u>Title</u>	<u>Case Type</u>	<u>Status</u>	<u>Application No</u>	<u>Application Date</u>	<u>Patent No</u>	<u>Grant Date</u>
IVR AUTHENTICATION AND INTENTION VERIFICATION SYSTEM COMMON APPLICATION SERVICES FRAMEWORK	Provisional Filing	Inactive	60/758,596	1/11/2006		
SPLIT-LOGIC DETERMINATION COMMON APPLICATION SERVICES FRAMEWORK	Provisional Filing	Inactive	60/758,278	1/11/2006		
IVR AUTHENTICATION AND INTENTION VERIFICATION SYSTEM METHOD FOR MANAGING A MOBILE CARRIER'S MOBILE QUALITY OF SERVICE (QOS) REQUIREMENTS ACROSS MULTIPLE DEVICES AND CARRIERS	Provisional Filing	Inactive	60/821,868	8/9/2006		
METHOD FOR MANAGING A MOBILE CARRIER'S MOBILE QUALITY OF SERVICE (QOS) REQUIREMENTS ACROSS MULTIPLE DEVICES AND CARRIERS, AND APPLICATION AS A SERVICE DISTRIBUTION STORE AND PROVISIONING SYSTEM	Regular	Filed	11/652,287	1/11/2007		
SYSTEM AND METHOD FOR ALLOCATING WORKFLOW OPERATIONS TO A COMPUTING DEVICE	Regular	Filed	11/622,410	1/11/2007		
	Provisional Filing	Unfiled				
	Provisional Filing	Filed	61/112,531	11/7/2008		
	Regular	Filed	11/833,131	8/2/2007		

**EXHIBIT B**  
**TRADEMARKS**

<u>Mark Name</u>	<u>Country</u>	<u>Case Type</u>	<u>Status</u>	<u>Class Number</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>
APPMOSPHERE	Canada	Intent To Use	Filed	GDS	1380137	1/16/2008		
APPMOSPHERE	European Community	Application	Filed					
APPMOSPHERE	Community	Regular	Filed	9	6585707	1/16/2008		
GEARWORKS	Canada	Regular	Filed	42	1394300	4/29/2008		
GEARWORKS	European Community	Regular	Filed	42	6875521	4/29/2008		
GEARWORKS	United States	Regular	Filed	35	77/315,747	10/29/2007		
APPMOSPHERE	United States	Intent To Use	Filed	9	77/230,111	7/16/2007		
etrace	United States	Application	Registered	9	76/470024	11/25/2002	2837924	5/4/2004
etrace	United States	Regular	Registered	9	76/155247	10/27/2000	2714152	5/6/2003