

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
Nimblefish Technologies Inc.		10/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sigma Partners V, L.P.
Street Address:	1600 El Camino Real
Internal Address:	Suite 280
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Sigma Associates V, L.P.
Street Address:	1600 El Camino Real
Internal Address:	Suite 280
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Sigma Investors V, L.P.
Street Address:	1600 El Camino Real
Internal Address:	Suite 280
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CVP SBIC, L.P.
Street Address:	1010 El Camino Real

CH \$265.00 3690718

Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Cardinal Venture Affiliates, L.P.
Street Address:	1010 El Camino Real
Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Cardinal Venture Partners, L.P.
Street Address:	1010 El Camino Real
Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	QuestMark Partners II, L.P.
Street Address:	One South Street
Internal Address:	Suite 800
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	QuestMark Partners Side Fund II, L.P.
Street Address:	One South Street
Internal Address:	Suite 800
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
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TRADEMARK

REEL: 004093 FRAME: 0354

Registration Number:	3690718	PURL
Registration Number:	2905241	INDIVIDUA
Registration Number:	2905240	INDIVIDUA
Serial Number:	78336673	INDIVIDUA
Serial Number:	77037876	NIMBLEVISION
Registration Number:	3387355	NIMBLEFISH
Serial Number:	77011253	NIMBLEVOICE
Serial Number:	76172532	INDIVIDUA
Registration Number:	2494335	PURL
Registration Number:	2490708	NIMBLEFISH

CORRESPONDENCE DATA

Fax Number: (443)263-4108
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dksawyer@ober.com
 Correspondent Name: Anwar L. Young, Esq.
 Address Line 1: 120 E. Baltimore Street
 Address Line 2: Ober|Kaler
 Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	025251/085042 DKS
NAME OF SUBMITTER:	Anwar L. Young
Signature:	/Anwar L. Young - dks/
Date:	11/09/2009

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made by and among NIMBLEFISH TECHNOLOGIES INC., a Delaware corporation ("**Grantor**"), and the secured parties listed on the signature pages hereto (each, a "**Secured Party**" and, collectively, the "**Secured Parties**").

RECITALS

A. Each Secured Party has made and has agreed, pursuant to a certain Note and Warrant Purchase Agreement dated as of the date hereof between Grantor and the Secured Parties (the "**October Purchase Agreement**") to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by those certain Secured Convertible Promissory Notes dated as of the date hereof, executed by Grantor in favor of each Secured Party and such other Secured Convertible Promissory Notes (each, a "**Note**" and, collectively, the "**Notes**") which have been previously issued by Grantor to the Secured Parties pursuant to (i) that certain Note and Warrant Purchase Agreement dated May 10, 2007, as amended, (ii) that certain Note and Warrant Purchase Agreement dated December 21, 2007, as amended, and (iii) that certain Note and Warrant Purchase Agreement dated April 27, 2009, as amended (collectively, with the October Purchase Agreement, the "**Purchase Agreements**"), such advances, prior advances, future advances, and financial accommodations being referred to herein as the "**Loans**".

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted to each Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, the Purchase Agreements, the Security Agreement, and this Intellectual Property Security Agreement (collectively, the "**Loan Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to each Secured Party 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. For the avoidance of doubt, the principal and accrued but unpaid interest under the Notes shall be secured hereunder on a last-in, first-out basis.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 the Secured Parties, 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 with respect 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.

[Signature pages follow.]

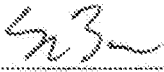
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SECURED PARTIES:

NIMBLEFISH TECHNOLOGIES INC.

SIGMA PARTNERS V, L.P.

By: 

By: Sigma Management V, L.L.C.,
Its General Partner

Name: Steve Bach
Title: President and Chief Operations
Officer

Address: 149 New Montgomery Street
Suite 600
San Francisco, CA 94105

Signature: _____
Print Name: _____
Title: _____

SIGMA ASSOCIATES V, L.P.

By: Sigma Management V, L.L.C.,
Its General Partner

Signature: _____
Print Name: _____
Title: _____

SIGMA INVESTORS V, L.P.

By: Sigma Management V, L.L.C.,
Its General Partner

Signature: _____
Print Name: _____
Title: _____

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:

NIMBLEFISH TECHNOLOGIES INC.

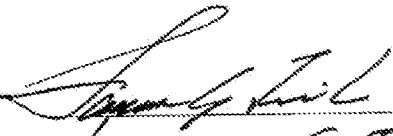
By: _____
Name: Steve Bach
Title: President and Chief Operations Officer

Address: 149 New Montgomery Street
Suite 600
San Francisco, CA 94105

SECURED PARTIES:

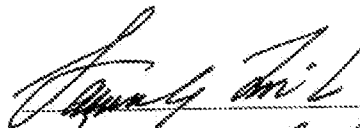
SIGMA PARTNERS V, L.P.

By: Sigma Management V, L.L.C.,
Its General Partner

Signature: 
Print Name: Lawrence C. Finch
Title: Gen. Ptn.

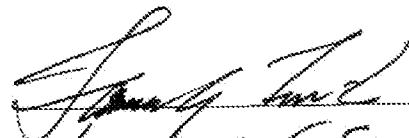
SIGMA ASSOCIATES V, L.P.

By: Sigma Management V, L.L.C.,
Its General Partner

Signature: 
Print Name: Lawrence C. Finch
Title: Gen. Ptn.

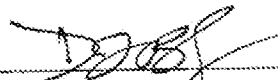
SIGMA INVESTORS V, L.P.

By: Sigma Management V, L.L.C.,
Its General Partner

Signature: 
Print Name: Lawrence C. Finch
Title: Gen. Ptn.

CVP SBIC, L.P.


By: CV SBIC, Inc., its General Partner

Signature:  _____

Print Name: Derek Blazensky, Principal

CARDINAL VENTURE AFFILIATES, L.P.

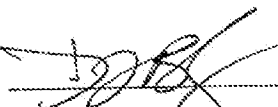
By: Cardinal Ventures, LLC, its General Partner

Signature:  _____

Print Name: Derek Blazensky, Principal

CARDINAL VENTURE PARTNERS, LP


By: Cardinal Ventures, LLC, its General Partner

Signature:  _____

Print Name: Derek Blazensky, Principal

QUESTMARK PARTNERS II, L.P.

By: QuestMark Advisers II, LLC, its General Partner

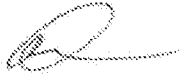
Signature:  _____

Print Name: Benjamin S. Schapiro

Title: Chairman & CEO

QUESTMARK PARTNERS SIDE FUND II, L.P.

By: QuestMark Advisers II, LLC, its General Partner

Signature:  _____

Print Name: Benjamin S. Schapiro

Title: Chairman & CEO

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Serial Number	Registration/ Application Number	Status
PURL	78957989	3690718	Active
INDIVIDUA	78336696	2905241	Active
INDIVIDUA	78336685	2905240	Active
INDIVIDUA	78336673		Inactive
NIMBLEVISION	77037876		Inactive
NIMBLEFISH	77011249	3387355	Active
NIMBLEVOICE	77011253		Inactive
INDIVIDUA	76172532		Inactive
PURL	76139499	2494335	Active
NIMBLEFISH	76139498	2490708	Active