

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
APPSware Wireless, LLC		11/11/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Tirames 24 LLC		
Street Address:	One Joy Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY:		
Name:	Sorrento Investment Group, LLC		
Street Address:	132 Aspen Drive		
City:	Boalsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	16827		
Entity Type:	LIMITED LIABILITY COMPANY:		
Name:	Edward F. Staino Trust		
Street Address:	132 Aspen Drive		
City:	Boalsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	16827		
Entity Type:	TRUST:		
Name:	Christopher Ward		
Street Address:	7040 S. 26th Street		
City:	Phoenix		
State/Country:	ARIZONA		

OP \$190.00 2725130

Postal Code:	85042
Entity Type:	INDIVIDUAL:

Name:	Sylvia G. Gordon Trust
Street Address:	57 East Delaware Place
Internal Address:	#2103
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	TRUST:

Name:	Marsha Tate
Street Address:	906 S. Garfield Street
City:	Hinsdale
State/Country:	ILLINOIS
Postal Code:	60521
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2725130	APRIVA
Registration Number:	2716275	APRIVA
Registration Number:	3051594	SENSA
Registration Number:	3301102	APRIVA
Registration Number:	3309875	PROVING THE POSSIBILITIES
Serial Number:	77521944	APRIVA
Serial Number:	77747592	APRIVA

CORRESPONDENCE DATA

Fax Number: (617)399-6932
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-399-6932
 Email: nbrown@brllawgroup.com
 Correspondent Name: Nichole Brown
 Address Line 1: 425 Boylston Street
 Address Line 2: 3rd Floor
 Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Suzanne Hamel
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Signature:	/s/ Suzanne Hamel
Date:	11/19/2009
Total Attachments: 16 source=APRIVA Security Agreement#page1.tif source=APRIVA Security Agreement#page2.tif source=APRIVA Security Agreement#page3.tif source=APRIVA Security Agreement#page4.tif source=APRIVA Security Agreement#page5.tif source=APRIVA Security Agreement#page6.tif source=APRIVA Security Agreement#page7.tif source=APRIVA Security Agreement#page8.tif source=APRIVA Security Agreement#page9.tif source=APRIVA Security Agreement#page10.tif source=APRIVA Security Agreement#page11.tif source=APRIVA Security Agreement#page12.tif source=APRIVA Security Agreement#page13.tif source=APRIVA Security Agreement#page14.tif source=APRIVA Security Agreement#page15.tif source=APRIVA Security Agreement#page16.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Agreement**”), dated as of November 11, 2009, is made by and among APPSware Wireless, LLC d.b.a. APRIVA, an Arizona limited liability company (“**Borrower**”), and the persons and entities listed on Exhibit A attached to the Credit and Security Agreement (as defined below), each as creditor (each a “**Creditor**” and collectively “**Creditors**”).

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of November 11, 2009 (the “**Credit and Security Agreement**” and, together with all other documents and instruments executed or created in connection therewith, the “**Credit Documents**”) among the Borrower and the Creditors, the Creditors have agreed to make loans to the Borrower subject to the terms and conditions set forth in the Credit and Security Agreement; and

WHEREAS, to secure Borrower’s obligations under the Credit and Security Agreement and the other Credit Documents, the Creditors are requiring Borrower to execute and deliver this Agreement and grant the security interests contemplated hereby.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

ARTICLE 1

DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Credit and Security Agreement.

“**Copyright License**” shall mean any written agreement or arrangement now or hereafter in existence granting to Borrower and its Subsidiaries any right to use any Copyright; provided that there shall be excluded from the Collateral any Copyright License to the extent, and only to the extent, that such Copyright License contains, as of the date of this Agreement, a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations or otherwise precludes such encumbrance thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Copyright License is removed or such assignment, pledge or grant is consented to, the Creditors will be deemed to have been granted a security interest in such Copyright License as of the date hereof or other earliest legally valid date, and the Collateral will be deemed to include such Copyright License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower and its Subsidiaries of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due

under such agreement or instrument.

“Copyrights” shall mean all of the following: (a) all copyrights, works protectable by copyright, copyright registrations and copyright applications of Borrower and its Subsidiaries, (b) all renewals, extensions and modifications thereof; (c) all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present or future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Borrower and its Subsidiaries.

“Creditor Lien” shall mean any mortgage, pledge or lease of, security interest in or lien, charge, restriction or encumbrance on any Intellectual Property of the Borrower or any of its Subsidiaries involved in favor of or which secures any obligation to, the Creditors.

1 **“Creditors”** shall have the meaning set forth in the preamble hereto.

“Event of Default” shall have the meaning ascribed to such term in Article 5 of this Agreement.

“Governmental Authority” shall mean any nation or government, any state, provincial or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indebtedness” shall mean, without duplication, all of Borrower’s and its Subsidiaries’ liabilities, obligations and indebtedness to the Creditors under the Credit and Security Agreement, of any and every kind and nature, whether primary, secondary, direct, absolute, contingent, fixed or otherwise (including, without limitation, interest, charges, expenses, attorneys’ fees and other sums chargeable to Borrower or its Subsidiaries by the Creditors), whether previously, now or to be owing, arising, due or payable from Borrower and its Subsidiaries to any Creditor under the Credit and Security Agreement, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law or otherwise.

“Intellectual Property” shall mean all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, inventions, ideas, URL domain names, discoveries, trade names, domain names, jingles, know-how, software, shop rights, licenses, developments, research data, designs, technology, trade secrets, test procedures, processes, route lists, customer lists and information, databases, internet rights, web sites and web pages and their respective contents, (such as text, graphics, photographs, video, audio and/or other data or information relating to any subject contained therein), e-commerce rights and license applications, computer programs, computer discs, computer tapes, literature, reports and other confidential information, intellectual and similar intangible property rights, whether or not patentable, trademarkable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications

for, registrations of and extensions, divisions, renewals and reissuance of, any of the foregoing, and rights therein, of Borrower and any of its Subsidiaries.

“IP Collateral” shall have the meaning ascribed to such term in Section 2.1 of this Agreement.

“Majority Creditors” shall mean Creditors holding a majority of the outstanding Indebtedness.

“Patent License” shall mean any written agreement or arrangement now or hereafter in existence granting to Borrower or its Subsidiaries any right to use any invention on which a Patent is in existence; provided that there shall be excluded from the Collateral any Patent License to the extent, and only to the extent, that such Patent License contains, as of the date of this Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Patent License is removed or such assignment, pledge or grant is consented to, the Creditors will be deemed to have been granted a security interest in such Patent License as of the date hereof or other earliest legally valid date, and the Collateral will be deemed to include such Patent License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower and its Subsidiaries of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

“Patents” shall mean all of the following: (a) all patents, patent applications and patentable inventions of Borrower and its Subsidiaries, and all of the inventions and improvements described and claimed therein; (b) all continuations, re-examinations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing; in each case, whether now owned or hereafter acquired by Borrower and its Subsidiaries.

“Senior Creditors” shall have the meaning set forth in the Credit and Security Agreement.

“Senior Creditor Indebtedness” shall have the meaning set forth in the Credit and Security Agreement.

“Subsidiary(ies)” shall mean any corporation, partnership, limited liability company or other legal entity of which Borrower owns directly or indirectly 50% or more of the outstanding voting stock or interests, or of which Borrower has effective control by contract or otherwise.

“Trademark License” shall mean any written agreement now or hereafter in existence

granting to Borrower or its Subsidiaries any right to use any Trademark, provided however, that there shall be excluded from the Collateral any Trademark License to the extent, and only to the extent, that such Trademark License contains, as of the date of this Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Trademark License is removed or such assignment, pledge or grant is consented to, the Creditors will be deemed to have been granted a security interest in such Trademark License as of the date hereof or other earliest legally valid date, and the Collateral will be deemed to include such Trademark License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower and its Subsidiaries of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

“Trademarks” shall mean all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Borrower or its Subsidiaries.

“UCC” shall mean the Uniform Commercial Code of the State of Arizona in effect from time to time.

ARTICLE 2

SECURITY INTEREST

2.1 Security Interest. As security for the payment of all Indebtedness, Borrower hereby grants to the Creditors, a security interest in all of Borrower’s right, title and interest, whether present, future or contingent, in and to all Intellectual Property, whether now owned or existing or hereafter acquired (collectively, the **“IP Collateral”**); provided, however, that such lien and security interest granted to the Creditors herein shall be junior in priority to the Senior Creditor Indebtedness until such time as Borrower has repaid in full such Senior Creditor Indebtedness.

2.2 Borrower Remains Liable. Notwithstanding anything contained to the contrary herein, Borrower shall remain liable under the contracts, agreements, documents and instruments

included in the IP Collateral to the extent set forth therein and perform all of its duties and obligations thereunder and the exercise by the Creditors of any of their rights hereunder shall not release Borrower from any of its duties or obligations thereunder.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants, with respect to the IP Collateral, that:

3.1 Authorization. Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and has taken all necessary action to effectuate such Agreement. The execution and delivery of this Agreement does not and will not: (a) require any consent of any Governmental Authority or (b) violate any provision of any indenture, contract, agreement or instrument to which Borrower is a party or subject or by which it is bound.

3.2 Perfection. Upon filing of financing statements in the proper jurisdictions and the recordation of this Agreement with the proper Governmental Authority in favor of Creditors, the security interest created hereby will constitute a valid and perfected Creditor Lien upon and security interest in the IP Collateral to the extent that such filing or recordation is sufficient under applicable law to perfect such Creditor Lien with respect to the IP Collateral.

3.4 Title; Proper Registration. Borrower is the sole and exclusive owner (or an authorized licensee) of the entire right, title and interest in and to the IP Collateral attributed to Borrower. All such IP Collateral owned by Borrower has been properly registered with the proper Governmental Authority, whether with the United States Patent and Trademark Office, United States Copyright Office or otherwise.

ARTICLE 4

COVENANTS OF BORROWER

Borrower covenants as follows:

4.1 Disposition or Encumbrance of IP Collateral. Borrower will not encumber, sell or otherwise transfer or dispose of the IP Collateral without the prior written consent of the Majority Creditors except as such encumbrance, sale, transfer or disposition occurs in the ordinary course of Borrower's business or in connection with the payment of the Indebtedness in full in accordance with the Credit and Security Agreement.

4.2 Protection of Collateral. All expenses of protecting, prosecuting and making applications of Borrower's IP Collateral, all costs of keeping such IP Collateral free and clear of any Liens prohibited by this Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any Governmental Authority on any of

such IP Collateral or in respect of the sale thereof, shall be borne and paid by Borrower and if Borrower fails to promptly pay any thereof when due, the Creditors may, at the option of the Majority Creditors, (but shall not be required to), pay the same whereupon the same shall constitute Indebtedness and shall be secured by the security interest granted hereunder.

4.3 Compliance with Laws. Borrower will not use all or any part of Borrower's IP Collateral, or knowingly permit such IP Collateral to be used, for any purpose in violation of any federal, state or municipal law.

4.4 Notice of Default. Immediately upon any officer of Borrower becoming aware of the existence of any Event of Default hereunder, Borrower will give notice to the Creditors that such Event of Default exists, stating the nature thereof, the period of existence thereof and what action Borrower proposes to take with respect thereto.

4.5 Additional Documentation; Further Acts. Borrower will execute from time to time, and authorizes the Majority Creditors (or any other person whom the Majority Creditors may from time to time designate, including the Designee) to execute and/or file from time to time as Borrower's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, as the Majority Creditors may request, make any proper filings and take any other actions as the Majority Creditors deem necessary in order to create, evidence, perfect, maintain or continue their security interest in such Collateral (including additional Collateral acquired by Borrower after the date hereof), including, without limitation, filing this Agreement and any amendments thereto with the United States Copyright Office and the United States Patent and Trademark Office. Borrower will pay the cost of filing the same in all public offices in which the Majority Creditors may deem filing to be appropriate and will notify the Creditors promptly upon acquiring any additional Collateral that may require an additional filing. If Borrower or its Subsidiaries shall obtain rights to or become entitled to the benefit of any Intellectual Property not identified herein, the provisions of this Agreement shall automatically apply thereto.

ARTICLE 5

DEFAULT

The occurrence of any failure by Borrower to pay the Indebtedness when due, after the expiration of any and all applicable cure periods under the Credit Documents, shall constitute an Event of Default hereunder (an "Event of Default").

ARTICLE 6

RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the reasonable satisfaction of the Majority Creditors, and in addition to the rights granted to the Creditors under Article 5 hereof, the Majority Creditors may exercise any

one or more of the following rights and remedies:

6.1 Application of Proceeds. All proceeds of IP Collateral shall be applied to the Indebtedness in accordance with the UCC.

6.2 Collateral. Upon the occurrence and during the continuance of an Event of Default:

(a) The Majority Creditors may, at any time and from time to time, upon thirty (30) days' prior notice to Borrower, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as such Majority Creditor shall in their sole discretion determine provided that any such license or sublicense shall preserve or reserve the right of Borrower to use such Intellectual Property, royalty-free, after such Event of Default is cured or waived, or is otherwise discontinued;

(b) The Majority Creditors may (without assuming any obligations or liability thereunder), at any time exercise and enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of Borrower in, to and under any one or more Patent License, Trademark License, Copyright License or other agreements with respect to any Patent, Trademark or Copyright and take or refrain from taking any action under any such Patent License, Trademark License, Copyright License or other agreement, and Borrower hereby releases each Creditor from, and agrees to hold each Creditor free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement, except in cases of gross negligence or willful misconduct;

(c) Any and all payments received by any Creditor under or in respect of any Intellectual Property (whether from Borrower or otherwise), or received by any Creditor by virtue of agreement, shall be applied to the Indebtedness in accordance with Section 6.1 hereof;

(d) The Majority Creditors may exercise in respect of the Intellectual Property, in addition to other rights and remedies provided for herein or otherwise available to them, all the rights and remedies of a secured party on default under the UCC; and

(e) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property pursuant to this Section 6.2, the Majority Creditors (or any other person whom the Majority Creditors may from time to time designate) may, at any time, execute and deliver on behalf of Borrower one or more instruments of assignment of any Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Borrower agrees to pay when due all reasonable costs incurred in any such transfer of the Intellectual Property, including any taxes, fees and reasonable attorneys' fees.

ARTICLE 7

MISCELLANEOUS

7.1 **No Liability on Collateral.** It is understood that each Creditor does not in any way assume any of Borrower's obligations under any of the IP Collateral and Borrower hereby agrees to indemnify each Creditor against all liability resulting from Borrower's obligations with respect to the Collateral, except for any such liabilities arising on account of such Creditor's gross negligence or willful misconduct.

7.2 **Power of Attorney.** Upon the occurrence of an Event of Default and continuation thereof beyond any applicable cure periods, Borrower appoints the Majority Creditors, the Designee or any other person whom the Majority Creditors may from time to time designate, as Borrower's attorney-in-fact with the power to, among other things: (a) endorse Borrower's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any of the IP Collateral that may come into the Creditors' possession; (b) sign the Creditors' names on any invoice or bill of lading relating to any of the Collateral, on drafts against customers, on notices of assignment, financing statements under the UCC and other public records, on verifications of accounts and on notices to customers; (c) notify the post office authorities to change the address for delivery of Borrower's mail to an address designated by the Majority Creditors; (d) receive and open all mail addressed to any of the Creditors; and (e) do all things necessary to carry out this Agreement. Borrower ratifies and approves all acts of the attorney taken within the scope of the authority granted herein. Neither the Creditors nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable until the later of (i) the termination of the Credit and Security Agreement or (ii) all of the Indebtedness is paid in full. Borrower waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which Borrower may otherwise be entitled.

7.3 **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Arizona, except to the extent that the perfection of the security interest hereunder, or the enforcement of any remedies hereunder, with respect to any particular Collateral shall be governed by the laws of a jurisdiction other than the State of Arizona. Borrower and each of the Creditors consent to the personal jurisdiction and venue of the state courts located in Maricopa County, Arizona in connection with any controversy related to this Agreement, and waives any argument that venue in any such forum is not convenient. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO REQUIRE A TRIAL BY JURY IN ANY COURT ACTION PERTAINING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrower and the Creditors.

7.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.6 Notices. All notices or other communications hereunder shall be given in the manner and to the address set forth in the Credit and Security Agreement.

7.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7.8 Amendments and Waivers. This Agreement may be amended or waived with the written consent of the Borrower and the Majority Creditors. No delay or omission on the part of the Creditors in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

7.9 Remedies Cumulative. All rights and remedies of the Creditors shall be cumulative and may be exercised singularly or concurrently, at the Majority Creditors' option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

7.10 Termination and Release. Upon termination of the Credit and Security Agreement and payment of all the Indebtedness in full, this Agreement shall automatically terminate, and the Creditors, at the request and expense of Borrower, will (a) promptly execute and deliver to Borrower the proper instruments acknowledging the termination of this Agreement, (b) duly assign, transfer and deliver to Borrower (without recourse and without any representation or warranty of any kind) any Collateral in the possession of the Creditors and (c) record such termination in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or governmental agency, subject to any disposition thereof which may have been made by the Creditors pursuant to this Agreement.

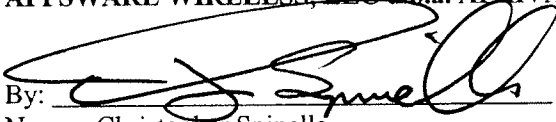
7.11 Subordination. The security interests and Creditors Liens granted hereunder are subordinated in the manner and to the extent set forth in the Credit and Security Agreement, that certain Subordination Agreement by and among Silicon Valley Bank and the subordinated creditor parties thereto dated December 28, 2007, that certain Subordination Agreement by and among Silicon Valley Bank and the Creditors thereto dated November 11, 2009, that certain Subordination and Intercreditor Agreement by and among Windship/Staiano and the subordinated creditors thereto dated November 11, 2009, and any other Subordination Agreement to be entered into by the Creditors at the request of the Senior Creditors, each as amended and restated and in effect from time to time.

[Remainder of Page Intentionally Left Blank]

The parties hereto have executed this Agreement as of the day and year first set forth above.

BORROWER:

APPSWARE WIRELESS, LLC d.b.a. APRIVA

By: 
Name: Christopher Spinella
Title: CEO

CREDITORS:

TRIREMES 24 LLC

By: Spinnaker Capital 2007 GP LLC

By: _____
Name: Anastasios Parafestas
Title: Manager of Managing Member

SORRENTO INVESTMENT GROUP, LLC

By: _____

By: _____
Name: _____
Title: _____

EDWARD F. STAIANO TRUST

By: _____
Name: _____
Title: _____

CHRIS WARD

SYLVIA G. GORDON TRUST

By: _____
Name: _____
Title: _____

MARSHA TATE

The parties hereto have executed this Agreement as of the day and year first set forth above.

BORROWER:

APPSWARE WIRELESS, LLC d.b.a. APRIVA

By: _____
Name: Christopher Spinella
Title: CEO

CREDITORS:

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By: Spinnaker Capital 2007 GP LLC
By: Anastasios Parafestas
Name: Anastasios Parafestas
Title: Manager of Managing Member

SORRENTO INVESTMENT GROUP, LLC

By: _____

By: _____
Name: _____
Title: _____

EDWARD F. STAIANO TRUST

By: _____
Name: _____
Title: _____

CHRIS WARD

SYLVIA G. GORDON TRUST

By: _____
Name: _____
Title: _____

MARSHA TATE

[Signature Page to Security Agreement]

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BORROWER:

APPSWARE WIRELESS, LLC d.b.a. APRIVA

By: _____
Name: Christopher Spinella
Title: CEO

CREDITORS:

TRIREMES 24 LLC

By: Spinnaker Capital 2007 GP LLC

By: _____
Name: Anastasios Parafestas
Title: Manager of Managing Member

SORRENTO INVESTMENT GROUP, LLC

By: Edward F. Staiano

By: _____
Name: EDWARD F. STAIANO
Title: CHAIRMAN & CEO

EDWARD F. STAIANO TRUST

By: Edward F. Staiano
Name: _____
Title: TRUSTEE

CHRIS WARD

SYLVIA G. GORDON TRUST

By: _____
Name: _____
Title: _____

MARSHA TATE

[Signature Page to Security Agreement]

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APPSWARE WIRELESS, LLC d.b.a. APRIVA

By: _____
Name: Christopher Spinella
Title: CEO

CREDITORS:

TRIREMES 24 LLC

By: Spinnaker Capital 2007 GP LLC

By: _____
Name: Anastasios Parafestas
Title: Manager of Managing Member

SORRENTO INVESTMENT GROUP, LLC

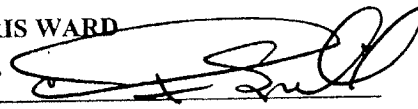
By: _____

By: _____
Name: _____
Title: _____

EDWARD F. STAIANO TRUST

By: _____
Name: _____
Title: _____

CHRIS WARD

By: 

POWER OF ATTORNEY

SYLVIA G. GORDON TRUST

By: _____
Name: _____
Title: _____

MARSHA TATE

[Signature Page to Security Agreement]

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BORROWER:

APPSWARE WIRELESS, LLC d.b.a. APRIVA

By: _____
Name: Christopher Spinella
Title: CEO

CREDITORS:

TRIREMES 24 LLC

By: Spinnaker Capital 2007 GP LLC

By: _____
Name: Anastasios Parafestas
Title: Manager of Managing Member

SORRENTO INVESTMENT GROUP, LLC

By: _____

By: _____
Name: _____
Title: _____

EDWARD F. STAIANO TRUST

By: _____
Name: _____
Title: _____

CHRIS WARD

SYLVIA G. GORDON TRUST

By: Sylvia G. Gordon
Name: Sylvia G. Gordon
Title: TRUSTEE

MARSHA TATE

[Signature Page to Security Agreement]

The parties hereto have executed this Agreement as of the day and year first set forth above.

BORROWER:

APPSWARE WIRELESS, LLC d.b.a. APRIVA

By: _____
Name: Christopher Spinella
Title: CEO

CREDITORS:

TRIREMES 24 LLC

By: Spinnaker Capital 2007 GP LLC

By: _____
Name: Anastasios Parafestas
Title: Manager of Managing Member

SORRENTO INVESTMENT GROUP, LLC

By: _____

By: _____
Name: _____
Title: _____

EDWARD F. STAIANO TRUST

By: _____
Name: _____
Title: _____

CHRIS WARD

SYLVIA G. GORDON TRUST

By: _____
Name: _____
Title: _____

MARSHA TATE



[Signature Page to Security Agreement]