

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		11/20/2009	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Dr.		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77521944	APRIVA	
Serial Number:	77747514	APRIVANET	
Serial Number:	77747592	APRIVA	
CORRESPONDENCE DATA			
Fax Number:	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3032927939		
Email:	trish.rogers@moyewwhite.com		
Correspondent Name:	Patricia J. Rogers		
Address Line 1:	1400 16th St.		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	9882.00087		

CH \$90.00 77521944

900148863

**TRADEMARK
 REEL: 004105 FRAME: 0522**

NAME OF SUBMITTER:	Patricia J. Rogers
Signature:	/Patricia J. Rogers/
Date:	12/01/2009
Total Attachments: 4 source=IP Amendment (00503636)#page1.tif source=IP Amendment (00503636)#page2.tif source=IP Amendment (00503636)#page3.tif source=IP Amendment (00503636)#page4.tif	

FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 20th day of November, 2009, by and between SILICON VALLEY BANK ("Bank") and APPSWARE WIRELESS, LLC, an Arizona corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of December 28, 2007 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Patents and Trademarks to Exhibit B and Exhibit C thereof, respectively.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. **Amendments to IP Agreement.** Exhibit B and Exhibit C to the IP Agreement are hereby deleted in their entirety and replaced with Exhibit A and Exhibit B to this Amendment, respectively.

3. **Limitation of Amendment.**

3.1 The amendment set forth in Section 2, above, is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: [Signature]
Name: Mark Taylor
Title: Vice President

BORROWER:

APPSWARE WIRELESS, LLC

By: [Signature]
Name: DAVID RIDDITEND
Title: CEO

EXHIBIT A to FIRST AMENDMENT

EXHIBIT "B"

PATENTS

Title Description	Inventor Names(s)	Registration/ Application Number	Registration/ Application Date
System and method for deploying application programs	Coppinger, et al	6,934,532	8/23/2005
System and method for deploying application programs	Coppinger, et al	7,203,477	4/10/2007
System and method for deploying application programs	Coppinger, et al	11/784,849	4/9/2007
System and method for deploying application program components having a service sector	Coppinger, et al	7,203,485	4/10/2007
System and method for deploying application program components having a service sector	Coppinger, et al	11/784,842	4/9/2007
System and method for registration for application program deployment	Coppinger, et al	10/929,096	8/27/2004
System and method for deploying application programs having a browser	Coppinger, et al	7,254,390	8/27/2004
System and method for deploying application programs having a browser	Coppinger, et al	11/834,537	8/6/2007
System and method for deploying application program components having an application server	Coppinger, et al	10/929,098	8/27/2004
System and method for deploying application program components having an application server	Coppinger, et al	11/127,463	5/10/2005
System and method for deploying application programs	Coppinger, et al	12/251,147	10/14/2008
System and method for deploying application program components having a service sector	Coppinger, et al	12/251,203	10/14/2008
System and method for registration for application program deployment	Coppinger, et al	12/251,559	10/15/2008
System and method for deploying application programs	Coppinger, et al	12/251,717	10/15/2008
System and method for deploying application programs	Coppinger, et al	12/251,745	10/15/2008

EXHIBIT B to FIRST AMENDMENT

EXHIBIT "C"

TRADEMARKS

Title Description	Registration/ Application Number	Registration/ Application Date
APRIVATALK	77146760	April 2, 2007
PROVING THE POSSIBILITIES	3309875	June 29, 2006
APRIVA	2716275	May 13, 2003
APRIVA	2725130	June 10, 2003
APRIVA	3301102	October 2, 2007
APRIVANET	77747514	May 29, 2009
APRIVA	77521944	July 14, 2008
APRIVA	77747592	May 29, 2009