

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
AGITO NETWORKS, INC.		06/07/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77541716	AGITO NETWORKS	
Serial Number:	77612900	DUAL PERSONA	
Serial Number:	77541672	ROAMANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley, LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1383 AGITO NETWORK		
NAME OF SUBMITTER:	Erin O'Brien		

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TRADEMARK
REEL: 004228 FRAME: 0375

Signature:	/Erin O'Brien/
Date:	06/21/2010
Total Attachments: 5 source=Agito Networks signed IPSA#page1.tif source=Agito Networks signed IPSA#page3.tif source=Agito Networks signed IPSA#page4.tif source=Agito Networks signed IPSA#page5.tif source=Agito Networks signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2010 by and between COMERICA BANK ("Bank") and AGITO NETWORKS, INC., a Delaware corporation ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Loan and Security Agreement dated as of March 24, 2009, as amended from time to time (the "Loan Agreement"). Grantor and Bank desire to amend the Loan Agreement in accordance with the terms of that certain Second Amendment and Waiver to Loan and Security Agreement dated as of the date hereof (the "Amendment").

Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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.

All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

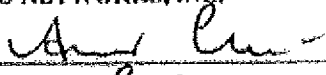
GRANTOR:

Address of Grantor:

3255 Scott Blvd., Building 3, Suite 101
Santa Clara, CA 95051

Attn: Chief Financial Officer

AGITO NETWORKS, INC.

By: 
Title: CEO

BANK:

Address of Bank:

m/e 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

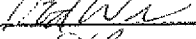
By: 
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Application / Patent Number</u>	<u>Application/ Issue Date</u>
Scanning for a wireless device	11/965,518	12/27/07
System and method to facilitate handover	11/778,831	07/17/07
Wireless interface control to reduce power consumption	11/967,451	12/31/07
Dynamic call anchoring	12/106,558	04/21/08
Client-controlled handover between radio technologies	12/171,037	07/10/08
System and method for voicemail service mobility	12/195,765	08/21/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Registration/ Application Date</u>
AGITO NETWORKS	77/541,716	08/07/08
DUAL PERSONA	77/612,900	11/12/08
ROAMANYWHERE	77/541,672	08/07/08

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