

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Recapitalization Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Easton Capital Partners, LP		02/09/2010	LIMITED PARTNERSHIP: DELAWARE
Easton New Media, LLC		02/09/2010	LIMITED LIABILITY COMPANY: DELAWARE
Morgenthaler Partners VIII, L.P.		02/09/2010	LIMITED PARTNERSHIP: DELAWARE
Silicon Valley Bank		02/09/2010	Chartered Bank: CALIFORNIA

RECEIVING PARTY DATA

Name:	Autonet Mobile, Inc.
Street Address:	1700 Montgomery Street, Suite 111
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77004180	AUTONET MOBILE
Serial Number:	77615737	WEB EDITION
Serial Number:	77360349	THE POWER OF THE INTERNET IN YOUR CAR
Serial Number:	77978404	WEB EDITION
Serial Number:	77073961	TRU TECHNOLOGY
Serial Number:	77795816	CARFI
Serial Number:	77951032	CARKEY
Registration Number:	3633195	AUTONET

CORRESPONDENCE DATA

900168761

**TRADEMARK
 REEL: 004255 FRAME: 0595**

CH \$215.00 77004180

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ATTORNEY DOCKET NUMBER:	A9029-0006
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	08/05/2010

Total Attachments: 38

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AUTONET MOBILE, INC.

RECAPITALIZATION AGREEMENT

dated as of

February 9, 2010

by and between

AUTONET MOBILE, INC.

and each of

THE SECURITYHOLDERS PARTY HERETO

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Exhibit C – Note Conversion Notice
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Appendix 1 – Control Definitions

Schedule 2.1(a) – Series AA Preferred Stock Exchange Table
Schedule 2.1(b) – Series AB Preferred Stock Exchange Table
Schedule 2.2(a) – Cancelled Series A Warrants
Schedule 2.2(b) – Other Series A Warrants
Schedule 3.1 – Convertible Notes
Schedule 4.3 – Waiver and Termination of Liens
Schedule 4.8 – Total Subscriptions

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE SECURITIES PURCHASED HEREUNDER ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE LAWS PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER.

RECAPITALIZATION AGREEMENT

THIS RECAPITALIZATION AGREEMENT (this "*Agreement*") is made as of February 9, 2010 (the "*Effective Date*") by and between Autonet Mobile, Inc., a Delaware corporation (the "*Company*"), each holder of Series A Preferred Stock (collectively, the "*Series A Stockholders*" and, together with the holders of common stock of the Company, the "*Stockholders*"), each holder of Series A Preferred Secured Convertible Notes (collectively, the "*Series A Note Holders*"), and each holder of warrants to purchase shares of Series A Preferred Stock of the Company (collectively, the "*Series A Warrant Holders*") (the Stockholders, the Series A Note Holders, and the Series A Warrant Holders may from time to time be referred to as a group as the "*Securityholders*"), as set forth on the signature page of this Agreement.

RECITALS

WHEREAS, the Securityholders and the Company wish to enter into a recapitalization transaction (the "*Recapitalization*"), pursuant to which (i) all Series A Preferred Secured Convertible Notes shall convert into shares of Series A Preferred Stock, (ii) all shares of Series A Preferred Stock of the Company shall be cancelled and exchanged into shares of two newly created series of preferred stock of the Company, as provided in Section 2.1 below (the "*New Preferred Stock*"), and (iii) all warrants to purchase shares Series A Preferred Stock shall either be cancelled and waived, or cancelled and exchanged into warrants to purchase shares of New Preferred Stock, as provided in Section 2.2 below (the "*New Warrants*") (the New Preferred Stock and the New Warrants may from time to time collectively be referred to as the "*New Securities*").

WHEREAS, the Recapitalization and the transactions contemplated thereunder are intended to qualify as tax free transactions under Section 368(a)(1)(e) and Section 305, as applicable, of the Internal Revenue Code of 1986, as amended;

WHEREAS, each offering and sale of Company securities pursuant to the Recapitalization is also intended to qualify for an exemption from registration under Section 4(2) of the Securities Act of 1933, as amended (the "*Securities Act*");

WHEREAS, as a result of the Recapitalization, the capital structure of the Company shall be as set forth in the pro-forma summary capitalization table hereto attached as Exhibit A;

WHEREAS, the Company and the Stockholders desire to consummate the transactions described above on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements, covenants, representation and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals; Capitalized Terms.** Each of the recitals set forth above shall be incorporated into this Agreement and shall constitute an integral part thereof. Capitalized terms not defined herein shall have the same meaning ascribed to each term in Appendix 1.

2. **Recapitalization Provisions.**

2.1 **Preferred Stock Exchange.** Subject to the full satisfaction or waiver of all of the conditions set forth in Section 3 below, on the Closing Date (as that term is defined in Section 2.2 below) each Series A Stockholder shall tender to the Company all Series A Preferred Stock (the "***Series A Preferred Stock***") shares held by such Series A Stockholder and having the voting powers, preferences and rights as set forth in the Second Amended and Restated Certificate of Incorporation (the "***New Certificate***") of the Company hereto attached as Exhibit B, and shall exchange such Series A Preferred Stock shares for shares of New Preferred Stock, that the Company shall issue to such Series A Stockholder (the "***Exchange***"), as follows:

(a) As of the Closing Date, each Series A Stockholder that is listed on Schedule 2.1(a) shall tender to the Company the shares of Series A Preferred Stock listed on Schedule 2.1(a) and shall exchange such shares for shares of preferred stock designated as "Series AA Preferred Stock" (the "***Series AA Preferred Stock***") as also provided in Schedule 2.1(a), and having the voting powers, preferences and rights as set forth in the New Certificate.

(b) As of the Closing Date, each Series A Stockholder that is listed on Schedule 2.1(b) shall tender to the Company the shares of Series A Preferred Stock listed on Schedule 2.1(b) and shall exchange such shares for shares of preferred stock designated as "Series AB Preferred Stock" (the "***Series AB Preferred Stock***") as also provided in Schedule 2.1(b), and having the voting powers, preferences and rights as set forth in the New Certificate.

2.2 **Preferred Stock Warrants.** Subject to the full satisfaction or waiver of all of the conditions set forth in Section 3 below:

(a) On the Closing Date, each warrant to purchase shares of Series A Preferred Stock as listed on Schedule 2.2(a) (each, an "***Investor Warrant***") shall be cancelled, and each Series A Warrant Holder listed on Schedule 2.2(a) shall waive any and all rights that such holder has under each such Investor Warrant.

(b) On the Closing Date or as reasonably practicable thereafter, each warrant to purchase shares of Series A Preferred Stock as listed on Schedule 2.2(b) (each, a "***Series A Warrant***") shall, in the Company's sole discretion, either be cancelled or exchanged as provided in Schedule 2.2(b).

2.3 Closing. Upon the full satisfaction of all of the conditions set forth in Section 3 below, the parties shall effect the Exchange prior to the close of business on February 12, 2010 (such date, the "Closing" or the "Closing Date") which shall take place at 10:00 am Pacific Daylight Time at the offices of Buchalter Nemer, a professional corporation, 333 Market Street, 25th Floor, San Francisco, California 94105, or at such other time, at such other place, and in such other manner, as the parties hereto shall agree.

2.4 Series A Stock Certificates. Upon the consummation of the Exchange at Closing, each stock certificate representing shares of Series A Preferred Stock shall become null and void and shall be cancelled from the Company's stock ledger.

2.5 Restrictive Securities Act Legends. Any certificates representing shares of New Preferred Stock shall bear legends in substantially the following form, in addition to any other legends required by law or contract:

"THE SHARES OF COMPANY STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SAID ACT COVERING THE TRANSFER OR AN OPINION OF COUNSEL OR OTHER EVIDENCE OF COMPLIANCE WITH THE ACT REASONABLY SATISFACTORY TO THE ISSUER THAT REGISTRATION UNDER SAID ACT IS NOT REQUIRED."

(including the Stockholders Agreement):

"THE SHARES OF PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RIGHTS AND PREFERENCES AND TO ALL TERMS AND CONDITIONS SET FORTH IN THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION FILED WITH THE DELAWARE SECRETARY OF STATE ON FEBRUARY [●], 2010."

In addition, any agreement for New Warrants shall also bear a legend in substantially the following form, in addition to any other legends required by law or contract:

"THIS WARRANT AND THE SHARES OF COMPANY STOCK ISSUABLE UPON EXERCISE, IN WHOLE OR IN PART, OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SAID

ACT COVERING THE TRANSFER OR AN OPINION OF COUNSEL OR OTHER EVIDENCE OF COMPLIANCE WITH THE ACT REASONABLY SATISFACTORY TO THE ISSUER THAT REGISTRATION UNDER SAID ACT IS NOT REQUIRED.”

2.6 Termination of Restrictions. The legends required by Section 2.5 shall be removed by the Company upon request without charge as to any particular New Securities (a) when, in the opinion of counsel reasonably acceptable to the Company, such restrictions are no longer required in order to assure compliance with the Securities Act, or (b) when such New Securities shall have been registered under the Securities Act.

2.7 Further Assurances. At and after the Effective Time, the officers and directors of the Company shall be authorized to execute and deliver, in the name and on behalf of the Company any agreements, certificates, documents and instruments and to take and do, in the name and on behalf of the Company, any other actions and things as proper, necessary or required in connection with the Recapitalization and the transactions contemplated thereunder.

3. Closing Conditions.

The following conditions shall have occurred before or as of the Closing:

3.1 Conversion of Notes. Each convertible note (each, a “*Note*”) set forth in Schedule 3.1 shall have been converted into the number of shares of Series A Preferred Stock as set forth in Schedule 3.1 (the “*Conversion Shares*”) in accordance with the conversion notice attached as Exhibit C (the “*Conversion Notice*”), but only up to its principal amount. To the extent that such Note would have been convertible into additional shares of Series A Preferred Stock, other than the Conversion Shares, in accordance with its own terms by giving effect to any accrued interest or any other adjustment rights under such Note (the “*Additional Conversion Shares*”), the holder of the Note shall waive any and all rights to any such Additional Conversion Shares, and the signature of such holder on the Conversion Notice shall be deemed to constitute conclusive evidence of such waiver.

3.2 Filed New Certificate. The Company shall have received written evidence, satisfactory in form and substance to the Company, that the New Certificate has been accepted for filing with the Secretary of State of the State of Delaware.

3.3 Bridge Investment. The Company shall have received a cash investment in the principal amount of One Hundred Thousand Dollars (\$100,000.00) from Morgenthaler Partners VIII, L.P. (the “*Bridge Investment*”), in accordance with the funding instructions hereto attached as Exhibit D. The Bridge Investment is already included in the invested amounts set forth in Schedule 3.1.

3.4 Waiver and Termination of Liens. Each of the parties set forth in Schedule 3.4, (the “*Lienholders*”), which include Morgenthaler Partners VIII, L.P., Easton Capital Partners, LP, and Easton New Media, LLC (the “*Investors*”), shall have delivered to the Company written evidence, satisfactory in form and substance to the Company, that the Investors have waived all rights and interests, and have released and terminated any and all liens over any

assets of the Company, including any and all Company collateral to any line of credit between the Company and Silicon Valley Bank, and any and all Company Intellectual Property (as defined in Section 6.2 below), arising out of or related to any agreement existing as of the Closing Date by or among any of the Investors, individually or collectively, and the Company. Each Investor hereby authorizes the Company to file any documents with any appropriate filing office, as determined by the Company in its sole discretion, to effect the release and termination of liens referenced in the foregoing sentence.

3.5 Company Representations and Warranties. All the representations and warranties made by the Company in Section 4 below shall be true and correct in all material respects through the Closing Date.

3.6 Securityholders Representations and Warranties. All the representations and warranties made by each Securityholders in Section 5 below shall be true and correct in all material respects through the Closing Date.

3.7 Officer Certificate. The Company shall have delivered to the Investors an officer certificate dated as of the Closing Date attesting, among other things, to the correctness of Schedules 3.1 and 4.8.

4. Representations and Warranties of the Company.

The Company represents and warrants that the following representations and warranties are true and correct. For purposes of these representations and warranties, the phrase “to the Company’s knowledge” shall mean the actual knowledge after reasonable investigation of the directors and officers of the Company.

4.1 Authorized Capital Stock. The authorized capital stock of the Company at Closing shall consist of 427,395,754 shares, of which (i) 244,118,392 shall be shares of common stock, par value \$0.0001 per share, of which 14,510,505 shall be reserved for issuance under the 2006 Autonet Mobile, Inc. Equity Incentive Plan, and 183,277,362 shall be reserved for issuance upon the exercise of conversion rights to convert preferred stock into common stock, and (ii) 183,277,362 shall be shares of preferred stock, par value \$0.0001, of which (A) 60,841,030 shall be designated Series AA Preferred, (B) 60,841,030 shall be designated Series AB Preferred, and (C) 61,595,302 shall be designated as Series A Preferred. Any of the aforesaid shares that are issued and outstanding are duly authorized, validly issued, fully paid and nonassessable and were issued in compliance with the applicable laws regarding the issuance of securities, or valid exemptions therefrom.

4.2 No Preemptive or Conversion Rights; Options; Warrants. The Company represents that, except as set forth in Schedule 4.8, there are no other currently outstanding preemptive or conversion rights, options, warrants or other rights granted or issued by or binding upon the Company for the purchase or acquisition of any shares of its capital stock that would impair the exchange rights under this Agreement or prevent the issuance of the New Securities.

4.3 Organization and Standing Certificate and Bylaws. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware. The Company is in good standing in each jurisdiction in which the conduct of its

business requires such qualification, except where the failure to so qualify would not have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company (a "**Material Adverse Effect**"). The Company has provided to the Investors, correct and complete copies of its charter and bylaws, as presently in effect.

4.4 Subsidiaries. The Company has no subsidiaries and does not own of record or beneficially any capital stock or equity interest or investment in any corporation, association or business entity. The Company is not a participant in any joint venture, partnership or similar arrangement that would impair the exchange rights under this Agreement or prevent the issuance of the New Securities.

4.5 Corporate Power and Authorization.

(a) The Company has requisite corporate power and authority to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted.

(b) The Company has the requisite power and authority to enter into this Agreement and the Ancillary Agreements (as defined below).

(c) All corporate action on the part of the Company, its directors, officers and stockholders necessary for the authorization, execution, delivery and performance by the Company of this Agreement and any other agreement, the execution and delivery of which is contemplated hereby to which Company is a party (each an "**Ancillary Agreement**" and collectively the "**Ancillary Agreements**"), the consummation of the transactions contemplated herein and therein, the authorization and issuance of the New Securities and any stock issuable upon conversion hereof has been taken or will be taken upon execution of this Agreement.

(d) This Agreement and each Ancillary Agreement, when executed and delivered, will constitute valid and binding obligations of the Company, each enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief or other equitable remedies, and limitations of public policy.

(e) The execution, delivery and performance by the Company of this Agreement and any Ancillary Agreement and compliance herewith and therewith, and the issuance of the New Securities will not result in any violation of and will not conflict with, or result in a breach of any of the terms of, or constitute a default under the Company's charter or bylaws, as amended.

(f) Except as provided in the Investor Rights Agreements (as defined in Section 6.2 below), no stockholder, person or entity has any preemptive rights or right of first refusal to acquire or with respect to any shares of capital stock of the Company that would impair the Exchange or prevent the issuance of the New Securities.

4.6 Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal authority is required in connection with the Company's valid execution, delivery or performance of this Agreement or the Ancillary Agreements, or the issuance of the New Securities, or the consummation of any other transaction contemplated on the part of the Company hereby, except for filings required pursuant to applicable securities laws. To the Company's knowledge, no third party consents, other than from the Securityholders, are required for the authorization, execution or delivery of this Agreement or the Ancillary Agreements.

4.7 Compliance with Other Instruments. The Company is not in violation or default of any term of its charter or bylaws, as amended, nor, in any material respect, the terms of any mortgage, indenture, contract, agreement, license, instrument, judgment, decree, order or any law, statute, rule or regulation, to which the Company is subject or bound. The execution, delivery and performance by the Company of this Agreement and any Ancillary Agreements, and the consummation of the transactions contemplated hereby will not result in any such violation or be in conflict with or constitute with or without the passage of time or giving of notice, either a default under any such provision, mortgage, indenture, contract, agreement, license, instrument, judgment, decree, order, law, statute, rule or regulation applicable to the Company or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or non-renewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

4.8 Total Subscriptions. Immediately following the Closing, the Company will have a total of 167,563,622 shares issued and outstanding, of which (i) 46,330,525 shall be shares of common stock, (ii) 60,506,878 shall be shares of Series AA Preferred Stock, and (iii) 60,726,219 shall be shares of Series AB Preferred Stock. In addition, 14,510,505 shares of common stock of the Company have been reserved for issuance under the authorized option pool of the Company, and 334,152 shares of Series AA Preferred Stock and 114,811 shares of Series AB Preferred Stock, respectively, have been reserved for issuance upon exercise of warrants. Schedule 4.8 sets forth a complete and accurate schedule of the issued and outstanding shares of the Company immediately following the Closing.

4.9 Valid Issuance. The New Securities have been duly authorized for issuance and are not subject to any preemptive rights or rights of first refusal and, upon issuance, will be validly issued, fully paid and nonassessable and will be free of any liens or encumbrances; provided, however, such new securities may be subject to restrictions on transfer under applicable securities laws and under the terms and conditions of the Ancillary Agreements.

4.10 Stockholders, Directors and Officers; Conflict of Interest. No employee, stockholder, officer or director of the Company or member of his or her immediate family is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them, except for certain past due and/or accrued salary and other compensation as reflected on the Company's books, and for travel and other expenses that are advanced and reimbursed in the ordinary course of business. To the Company's knowledge, none of the stockholders, officers or directors or significant employees or consultants of the Company has, individually or collectively, an interest in any entity which is a competitor, customer or

supplier of (or has any existing contractual relationship with) the Company. No member of the immediate family of any officer or director of the Company is a party to any contract with the Company that would impair the exchange rights under this Agreement or prevent the issuance of the New Securities.

4.11 Private Placement. Subject to the truth and accuracy of the Securityholders' representations set forth in this Agreement, the offer, sale and issuance of the New Securities as contemplated by this Agreement are exempt, and the issuance of any common stock upon conversion in accordance with the terms thereof, as applicable, will be exempt from the registration requirements of the Securities Act, all other applicable federal securities laws and all applicable state securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

4.12 Brokers. The Company has no contract, arrangement or understanding with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

4.13 Full Disclosure. This Agreement, the exhibits hereto (including the Ancillary Agreements) delivered by the Company to each Securityholder or its counsel or agents in connection herewith or with the transactions contemplated hereby (collectively, the "**Company Information**"), do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein or therein not misleading. Any projections, estimates or budgets of future revenues, expenses or expenditures or future results of operations contained in the Company Information reflect the Company's good faith belief with respect to such projections, estimates or budgets, and each Securityholder acknowledges that actual revenues, expenses, expenditures and results of operations for future periods may differ from such projections, estimates or budgets; provided, however, that the Company is not currently aware of any untrue statement of a material fact or omission of a material fact necessary to make such projections, estimates or budgets not misleading.

5. Representations and Warranties of the Securityholders.

Each Securityholder that is a party to this Agreement represents and warrants, individually and not jointly, that the following representations and warranties are true and correct as to such Securityholder. No Securityholder makes any representation as to any other Securityholder. For purposes of these representations and warranties, the phrase "to the Securityholder's knowledge" shall mean the individual's actual knowledge after reasonable investigation by the Securityholder or, if the Securityholder is an entity, the actual knowledge after reasonable investigation of the directors and officers of such Securityholder.

5.1 Organization. In the case of each Securityholder which is not an individual, such Securityholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

5.2 Power and Authorization. The execution, delivery and performance by such Securityholder of this Agreement and the consummation of the transactions contemplated hereby are within the power and authority of such Securityholder and, if applicable, have been

duly authorized by all necessary action on the part of such Securityholder. This Agreement has been duly executed and delivered by such Securityholder and is a legal, valid and binding obligation of such Securityholder, enforceable against such Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by the availability of equitable remedies.

5.3 Consents. No consent, approval, qualification, order or authorization of, or filing with, any local, state or federal authority is required in connection with each Securityholder's valid execution, delivery or performance of this Agreement or the Ancillary Agreements, or the issuance of the New Securities, or the consummation of any other transaction contemplated on the part of the Company hereby, except for filings required pursuant to applicable securities laws. To the Securityholder's knowledge, no third party consents, other than from the Securityholders, are required for the authorization, execution or delivery of this Agreement or the Ancillary Agreements.

5.4 Compliance with Other Instruments. The Securityholder is not in violation or default of any term of its charter or bylaws, as amended, nor, in any material respect, the terms of any mortgage, indenture, contract, agreement, license, instrument, judgment, decree, order or any law, statute, rule or regulation, to which the Securityholder is subject or bound. The execution, delivery and performance by the Securityholder of this Agreement and any Ancillary Agreements, and the consummation of the transactions contemplated hereby will not result in any such violation or be in conflict with or constitute with or without the passage of time or giving of notice, either a default under any such provision, mortgage, indenture, contract, agreement, license, instrument, judgment, decree, order, law, statute, rule or regulation applicable to the Company or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or non-renewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

5.5 No Brokers. The Securityholder has no contract, arrangement or understanding with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

5.6 Title. The Securityholder is the record and beneficial owner of the outstanding Company securities set forth opposite such Securityholder's name on Schedule 4.8, and has good and marketable title to such Company securities, free and clear of any and all pledge, assignment, restriction on transferability, hypothecation, or third party right or interest, except those imposed by applicable securities laws.

5.7 Disclosure. The representations and warranties made by the Securityholder in this Section 5 are the exclusive representations and warranties made by the Securityholders with respect to the Securityholder, including the assets and liabilities of the Securityholder.

5.8 Unregistered Securities. Each Securityholder has been advised that the New Securities have not been registered under the Securities Act or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable

state securities laws or unless an exemption from such registration requirements is available. Each Securityholder is aware that the Company is under no obligation to effect any such registration with respect to the New Securities other than as set forth in the Securityholders Agreement or to file for or comply with any exemption from registration.

5.9 No Resale or Distribution. Each Securityholder is purchasing the New Securities to be acquired by such Securityholder hereunder for its own account and not with a view to, or for resale in connection with, the distribution thereof in violation of the Securities Act.

5.10 Business Experience. Each Securityholder has such knowledge and experience in financial and business matters that such Securityholder is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time.

5.11 Accredited Investor. Each Securityholder is an accredited investor as that term is defined in Regulation D under the Securities Act.

5.12 Information. Each Securityholder had and continues to have an opportunity (i) to question, and to receive information from the Company concerning the Company and such Securityholder's investment in the Company and (ii) to obtain any and all additional information necessary to verify the accuracy of any information which such Securityholder deems relevant to make an informed investment decision as to the purchase of the New Securities, provided in both cases that the Company possesses such information or can acquire it without unreasonable effort or expense.

6. Covenants

6.1 Expenses. With respect to the costs and expenses (including legal, accounting, consulting, advisory and brokerage) incurred in connection with the transactions contemplated hereby (the "**Transaction Expenses**"), (a) each Securityholder will bear its own Transaction Expenses, and (b) the Company will bear the Transaction Expenses of the Company.

6.2 Investors' Release. Effective as of the Closing, each Investor on behalf of itself and its respective "Affiliates" (as defined in Appendix 1) hereby releases, remises and forever discharges any and all rights and claims that such Investor has had, now has or might now have against the Company solely pursuant to the Voting Notes, and against the Company Intellectual Property (as defined below). As used herein, "**Intellectual Property**" means the entire right, title and interest in and to all proprietary rights of every kind and nature arising under the laws of the United States, any other jurisdiction or any treaty regime, including all rights, title and interests pertaining to or deriving from any patents, copyrights, moral rights, trademarks and service marks, tradenames, brands, trade dress, designs, trade secrets, proprietary data, innovations, know-how, domain names and all other forms of technology, an all applications, extensions, renewals, translations and other derivative works of, or other materials related to, any of the foregoing.

6.3 Successor Rights. The Company had previously entered into (i) that certain Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of March

26, 2009 (the "*Co-Sale Agreement*"), by and among the Company and the persons set forth therein ("*Co-Sale Right Holders*"), (ii) that certain Amended and Restated Voting Agreement, dated as of March 26, 2009 (the "*Voting Agreement*"), by and among the Company and the persons set forth therein ("*Voting Rights Holders*"); and (iii) that certain Amended and Restated Investor Rights Agreement, dated as of March 26, 2009 (the "*IR Agreement*", together with the Co-Sale Agreement, and the Voting Agreement, the "*Investor Rights Agreements*", copies of which are hereto attached under Exhibit E), by and among the Company and the holders of Voting Notes, Shares and Warrants (as such terms are defined in the Investor Rights Agreements) (the "*Investor Rights Holders*"). The Investor Rights Agreements each set forth certain rights, benefits, duties and obligations as more specifically addressed therein (the "*Investor Rights*") between the Company and the Investor Rights Holders. Effective as of the Closing, the Investor Rights shall automatically be available to and exercisable by the holders of the New Preferred Stock, as successors and assigns of the Investor Rights Holders.

7. Indemnification.

7.1 Indemnification by the Company. Subject to the limitations set forth in this Section 7, the Company, will indemnify and hold harmless each Investor, and each Investor Affiliate, and the Affiliates of each of the foregoing Persons (each, an "*Investor Indemnified Person*"), from, against and in respect of any and all Losses incurred or suffered by an Investor Indemnified Person or any of them as a result of, arising out of or directly or indirectly relating to:

(a) any fraud by the Company or any breach of, or inaccuracy in, any representation or warranty made in this Agreement or in any Schedule or certificate delivered pursuant to this Agreement by the Company (in each case, as such representation or warranty would read if all qualifications as to and materiality, including each reference to the defined term "Material Adverse Effect," were deleted therefrom); and

(b) any breach or violation of any covenant or agreement of the Company (including under this Section 7) in or pursuant to this Agreement.

7.2 Time for Claims. The representations and warranties contained in this Agreement survive the Closing; provided, that no claim may be made or suit instituted seeking indemnification for any breach of, or inaccuracy in, any representation or warranty unless a written notice describing such breach or inaccuracy in reasonable detail in light of the circumstances then known to the indemnified party is provided to the indemnifying party prior to the expiration of the applicable statute of limitations (taking into account any tolling periods and other extensions).

7.3 Sole and Exclusive Remedy. Each of the parties hereto acknowledge and agree that, after the Closing, notwithstanding any other provision of this Agreement to the contrary, such party's sole and exclusive monetary remedy with respect to any of the matters described in this Section 7 and any and all other claims relating to the subject matter of this Agreement and the transactions contemplated hereby and thereby shall be in accordance with, and limited by, the provisions set forth in this Section 7.

8. **Tax Matters.** EACH PARTY TO THE RECAPITALIZATION AND THE TRANSACTIONS CONTEMPLATED THEREUNDER SHALL BE SOLELY RESPONSIBLE FOR ITS OWN TAXES AND TAX RETURNS, SHALL EXCLUSIVELY RELY ON ITS OWN INDEPENDENT TAX ADVISOR, AND SHALL NOT RELY ON ANY OTHER PARTY, OR ANY OTHER PARTY'S AGENT OR ADVISOR WITH REGARD TO ANY TAXES OR TAX RETURN. For purposes of this Section: "***Tax***" or "***Taxes***" means (a) any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and (b) any liability for the payment of any amounts of the type described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another person's taxes as a transferee or successor, by contract or otherwise; and "***Tax Return***" or "***Tax Returns***" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any Schedule or attachment thereto, and including any amendment thereof.

9. **Miscellaneous.**

9.1 **Notices.** All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by facsimile (in which case, it will be effective upon receipt of confirmation of good transmission); or (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the first business day after being deposited with such courier service); in each case, to the address (or facsimile number) listed below:

If to the Company, to it at:

Autonet Mobile, Inc.
1700 Montgomery Ste. 111
San Francisco, CA 94111
Telephone number: (415) 223-0316
Facsimile number: (415) 276-2338
Attention: Sterling Pratz, CEO

with a copy (which will not constitute notice) to:

Buchalter Nemer
333 Market Street, 25th Floor
San Francisco, CA 94105
Telephone (415) 227-0900
Facsimile (415) 904-3117
Attention: Matteo G. Daste, Esq.

If to any Securityholder, to each of:

MORGENTHALER PARTNERS VIII, L.P.
2710 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Telephone number: (650) 388-7600
Facsimile number: (650)388-7601
Attention: Drew Lanza

And

EASTON CAPITAL PARTNERS, LP
767 Third Avenue, 7th Floor
New York, NY 10017
Telephone number: (212) 702-0950
Facsimile number: (212) 702-0952
Attention: Francisco Garcia

Each of the parties to this Agreement may specify different address or facsimile number by giving notice in accordance with this Section to each of the other parties hereto

9.2 Succession and Assignment; No Third-Party Beneficiary. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. Except as between an Investor and an Affiliate of such Investor, no party to this Agreement may assign, delegate or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Except as expressly provided herein, this Agreement is for the sole benefit of the parties and their permitted successors and assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the parties and such successors and assignees, any legal or equitable rights hereunder.

9.3 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Company and each Securityholder against whom the waiver is to be effective. No waiver by any party of any breach or violation or, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

9.4 Counterparts, Facsimile and PDF/TIF Signatures. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties to this Agreement, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one and the same

agreement. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files or Portable Document Format shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

9.5 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, each party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

9.6 Construction; Headings. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty and covenant contained herein will have independent significance. Any references to "including" in this Agreement shall be deemed to refer to "including without limitation." The headings contained in this Agreement are for convenience purposes only and will not in any way affect the meaning or interpretation hereof.

9.7 Governing Law. This Agreement, the rights of the parties and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

9.8 Dispute Resolution. All disputes, claims, or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby that are not resolved by mutual agreement shall be resolved by the American Arbitration Association before a single arbitrator in San Francisco, California. Such arbitration shall be conducted in accordance with the commercial rules and regulations promulgated by the American Arbitration Association unless specifically modified herein. In the event the American Arbitration Association is unavailable, the arbitration shall be conducted before an arbitrator that is mutually agreeable to the parties and, in such event, all references to the American Arbitration Association herein shall apply to the arbitrator chosen by the parties, which such arbitrator shall conduct the arbitration in accordance with the commercial rules and regulations promulgated by the American Arbitration Association unless specifically modified herein. The arbitrator hearing any dispute under this Section 9.8 shall be selected within twenty (20) business days of written notice of the intent to arbitrate a dispute. The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, provided that each party will pay for and bear the costs of its own experts, evidence and counsel's fee (except to the extent indemnifiable hereunder), and provided further that in the discretion of the arbitrator, any award may include costs of a party's counsel if the arbitrator

expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration in bad faith. Any party refusing to comply with an award order of the arbitrator shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. This Section 9.8 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm. The provisions of this Section 9.8 shall be enforceable in any court of competent jurisdiction.

9.9 Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

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SIGNATURE PAGE
to
Recapitalization Agreement

COMPANY:

Autonet Mobile, Inc.
a Delaware Corporation

By: _____
Name: Sterling Pratz
Its: Chief Executive Officer

Address: 1700 Montgomery Ste. 111
San Francisco, CA 94111
Telephone number: (415) 223-0316
Facsimile number: (415) 276-2338

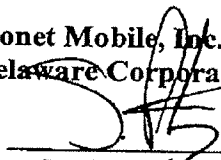
SECURITYHOLDER:

	Name: <u> Sterling Pratz </u>
	Signature: <u> [Signature] </u>
	By (as applicable): _____
	Title (as applicable): <u> CEO </u>
	Address: _____
	Telephone: _____
	Facsimile: _____

SIGNATURE PAGE
to
Recapitalization Agreement

COMPANY:

Autonet Mobile, Inc.
a Delaware Corporation

By: 
Name: Sterling Pratz
Its: Chief Executive Officer

Address: 1700 Montgomery Ste. 111
San Francisco, CA 94111
Telephone number: (415) 223-0316
Facsimile number: (415) 276-2338

SECURITYHOLDER:

EASTON CAPITAL PARTNERS, LP

By: ECP GP, LLC,
Its General Partner

By: ECP GP, Inc.,
Its Manager

By: _____
Name:
Title:

EASTON NEW MEDIA, LLC

By: ECP GP, LLC,
Its General Partner

By: ECP GP, Inc.,
Its Manager

By: _____
Name:
Title:

SIGNATURE PAGE
to
Recapitalization Agreement

COMPANY:

Autonet Mobile, Inc.
a Delaware Corporation

By: _____
Name: Sterling Pratz
Its: Chief Executive Officer

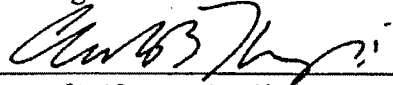
Address: 1700 Montgomery Ste. 111
San Francisco, CA 94111
Telephone number: (415) 223-0316
Facsimile number: (415) 276-2338

SECURITYHOLDER:

EASTON CAPITAL PARTNERS, LP

By: ECP GP, LLC,
Its General Partner


By: ECP GP, Inc.,
Its Manager

By: 
Name: CHARLES B. HUGHES
Title: VICE PRESIDENT

EASTON NEW MEDIA, LLC

By: ECP GP, LLC,
Its General Partner

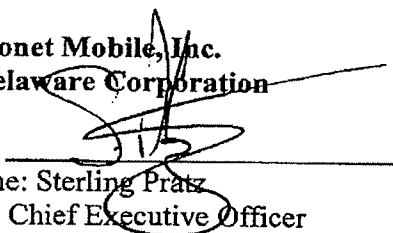
By: ECP GP, Inc.,
Its Manager

By: 
Name: CHARLES B. HUGHES
Title: VICE PRESIDENT

SIGNATURE PAGE
to
Recapitalization Agreement

COMPANY:

Autonet Mobile, Inc.
a Delaware Corporation

By: 
Name: Sterling Pratz
Its: Chief Executive Officer

Address: 1700 Montgomery Ste. 111
San Francisco, CA 94111
Telephone number: (415) 223-0316
Facsimile number: (415) 276-2338

SECURITYHOLDER:

MORGENTHALER PARTNERS VIII,
L.P.

By: Morgenthaler Management Partners
VIII, LLC
Its Managing Partner

By: _____
Name:
Title: Managing Member

**SIGNATURE PAGE
to
Recapitalization Agreement**

COMPANY:

**Autonet Mobile, Inc.
a Delaware Corporation**

By: _____
Name: Sterling Pratz
Its: Chief Executive Officer

Address: 1700 Montgomery Ste. 111
San Francisco, CA 94111
Telephone number: (415) 223-0316
Facsimile number: (415) 276-2338

SECURITYHOLDER:

MORGENTHALER PARTNERS VIII,
L.P.

By: Morgenthaler Management Partners
VIII, LLC
Its-Managing Partner

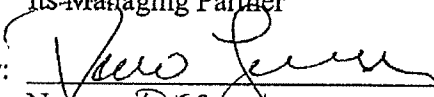
By: 
Name: Drew Lanza
Title: Managing Member

EXHIBIT A

Proforma Summary Capitalization

A copy of the Proforma Summary Capitalization is attached below.

	<u>Current</u>	<u>Current Percentage</u>	<u>Post-recap</u>	<u>Post-recap Percentage</u>
Founders and option pool	54,618,005	44.64%	54,618,005	29.92%
Common Investors	6,223,025	5.09%	6,223,025	3.41%
Series A Round 1 Investors*	42,450,605	34.70%	60,841,030	33.33%
Series A Round 2 Investors**	19,058,553	15.58%	60,841,030	33.33%
Total	122,350,188	100.00%	182,523,090	100.00%
*Includes Series A Round 1 Warrants	334,152		334,152	
**Includes Silicon Valley Bank Warrants	114,811		114,811	

EXHIBIT B

Second Amended and Restated Certificate of Incorporation

A copy of the Second Amended and Restated Certificate of Incorporation of the Company is attached beginning on the following page.

EXHIBIT C

Note Conversion Notice

A copy of the form of conversion notice for each Note is attached beginning on the following page.

EXHIBIT D

Funding Instructions

The Company funding instructions are set forth on the following page.

EXHIBIT E

Investor Rights Agreements

Copies of the each of the following Investor Rights Agreements are attached beginning on the following page:

1. Co-Sale Agreement
2. Voting Rights Agreement
3. IR Agreement.

Appendix 1

Control Definitions

“Affiliate” means, with respect to any specified Person at any time means, (a) each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time, (b) each Person who is at such time an officer or director of, or direct or indirect beneficial holder of at least 20% of any class of voting interests of, such specified Person, (c) each Person that is managed by a common group of executive officers and/or directors as such specified Person, (d) the Members of the Immediate Family (i) of each officer, director or holder described in clause (b) and (ii) if such specified Person is an individual, of such specified Person and (e) each Person of which such specified Person or an Affiliate (as defined in clauses (a) through (d)) thereof will, directly or indirectly, beneficially own at least 20% of any class of voting interests at such time.

“Members of the Immediate Family” means, with respect to any individual, (a) such Person’s spouse, (b) each parent, brother, sister or child of such Person or such Person’s spouse, (c) the spouse of any Person described in clause (b) above, (d) each child of any Person described in clauses (a), (b) or (c) above, (e) each trust created solely for the benefit of one or more of the Persons described in clauses (a) through (d) above and (f) each custodian or guardian of any property of one or more of the Persons described in clauses (a) through (e) above in his capacity as such custodian or guardian.

“Person” means any individual or corporation, association, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, governmental authority or other entity of any kind.

Schedule 2.1(a)

Series AA Preferred Stock Exchange Table

<u>Holder</u>	<u>Series A Preferred Stock Shares</u>	<u>Series AA Preferred Stock Shares</u>
The Francisco Trust	1,128,850	1,304,965
Bill Price	1,011,935	1,087,471
Price Trust u/t/a 10/5/84	1,011,775	1,087,471
Andrew Chase	2,195,205	2,609,930
Ecosystem Ventures	580,865	695,981
Alfred Mandel	400,755	434,988
Hans Bachman	216,120	260,993
Jonathan Farber	201,860	217,494
Joel Lewis	71,275	86,998
Ken Goldman	398,305	434,988
Fabio Rupp	73,640	86,998
Morgenthaler Partners VIII, L.P.	23,217,246	34,799,067
Easton Capital Partners, LP	10,332,950	15,659,580
Easton New Media, LLC	1,275,672	1,739,953
<u>TOTAL</u>	<u>42,116,453</u>	<u>60,506,878</u>

Schedule 2.1(b)

Series AB Preferred Stock Exchange Table

<u>Holder</u>	<u>Series A Preferred Stock Shares</u>	<u>Series AB Preferred Stock Shares</u>
Morgenthaler Partners VIII, L.P.	15,786,452	50,605,183
Easton Capital Partners, LP	2,784,156	8,924,914
Easton New Media, LLC	373,134	1,196,122
<u>TOTAL</u>	<u>18,943,742</u>	<u>60,726,219</u>

Schedule 2.2(a)

Cancelled Series A Warrants

<u>Holder</u>	<u>Warrant Shares</u>
Easton New Media, LLC	37,313
Easton Capital Partners, LP	278,416
Morgenthaler Partners VIII, L.P.	1,578,645

Schedule 2.2(b)

Other Series A Warrants

<u>Holder</u>	<u>Series A Warrant Shares</u>	<u>Series AA Warrant Shares</u>
Venture Archetypes, LLC	270,368	270,368
Andrew Chase	63,784	63,784

<u>Holder</u>	<u>Series A Warrant Shares</u>	<u>Series AB Warrant Shares</u>
Silicon Valley Bank	114,811	114,811

Schedule 3.1

Convertible Notes

Series A – Notes Issued January 28, 2008	<u>Note Holder</u>	<u>Note #</u>	<u>Principal</u>	<u>Conversion Price</u>	<u>Number of Preferred Shares</u>	<u>Series</u>
	Easton Capital Partners, LP	Autonet-2008-A1-1	\$ 675,000.00	0.1742	3,874,856	A-1
	Easton New Media, LLC	Autonet-2008-A1-2	\$ 125,000.00	0.1742	717,566	A-1
	Morgenthaler Partners VIII, L.P.	Autonet-2008-A1-3	\$ 1,600,000.00	0.1742	9,184,845	A-1
	Easton Capital Partners, LP	Autonet-2008-A2-1	\$ 200,000.00	0.1568	1,275,662	A-2
	Morgenthaler Partners VIII, L.P.	Autonet-2008-A2-2	\$ 400,000.00	0.1568	2,551,345	A-2

Series A – Notes Issued June 27, 2008	<u>Note Holder</u>	<u>Note #</u>	<u>Principal</u>	<u>Conversion Price</u>	<u>Number of Series A Preferred Shares</u>	<u>Series</u>
	Easton Capital Partners, LP	Autonet-2008-A1-4	\$ 875,000.00	0.1742	5,022,962	A-1
	Easton New Media, LLC	Autonet-2008-A1-5	\$ 125,000.00	0.1742	717,566	A-1
	Morgenthaler Partners VIII, L.P.	Autonet-2008-A1-6	\$ 2,000,000.00	0.1742	11,481,056	A-1

Series A – Notes Issued After June 27, 2008	<u>Note Holder</u>	<u>Note #</u>	<u>Principal</u>	<u>Conversion Price</u>	<u>Number of Series A Preferred Shares</u>	<u>Series</u>
	Easton Capital Partners, LP	Autonet-2009-A1-8	\$ 485,000.00	0.1742	2,784,156	A-1
	Easton New Media, LLC	Autonet-2009-A1-9	\$ 65,000.00	0.1742	373,134	A-1
	Morgenthaler Partners VIII, L.P.	Autonet-2009-A1-7 through A1-__	\$ 2,750,000.00	0.1742	15,786,452	A-1

Schedule 4.3

Waiver and Termination of Liens

Lienholder

Easton Capital Partners, LP

Easton New Media, LLC

Morgenthaler Partners VIII, L.P.

Schedule 4.8

Total Subscriptions

46,330,525 shares of common stock

60,506,878 shares of Series AA Preferred Stock

60,726,219 shares of Series AB Preferred Stock