

08-23-2010

REC
T



103604884

ments or the new address(es) below.

1. Name of conveying party(ies):

VIVOTECH, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 26, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: SILICON VALLEY BANK

Internal

Address: _____

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CA

Country: USA Zip: 95054

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHMENT FOR TRADEMARK NUMBERS

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHMENT FOR TRADEMARK DESCRIPTIONS AND DATES

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: C. Gilardi c/o Silicon Valley Law Group

Internal Address: _____

Street Address: 25 Metro Drive, Suite 600

City: San Jose

State: CA Zip: 95110

Phone Number: 408-573-5700

Fax Number: 408-573-5701

Email Address: cag@svlg.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

August 13, 2010

Date

Catherine Gilardi
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

"ATTACHMENT A"

RECORDATION FORM COVER SHEET ATTACHMENT

CONTAINING TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MTrigger Manager	77833407	9-23-09
MLoyalty	77833393	9-23-09
MPromotions	77833382	9-23-09
ViVOapps	77833368	9-23-09
ViVOcard	77786405	12-15-09
ViVOwallet	77786362	12-15-09
MContent Manager	77833414	9-23-09

TRADEMARK

REEL: 004265 FRAME: 0693

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2010 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and VIVOTECH, INC. ("Grantor" or "Borrower").

RECITALS

A. Bank has agreed to make certain Credit Extensions, including advances of money, and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.


[The remainder of this page is intentionally left blank.]

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:

VIVOTECH, INC.,
a Delaware corporation

By:  _____

Title: Chief Financial Officer

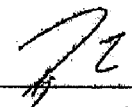
Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304

By:  _____

Title: Deal Team Leader

Attn: Rick Tu, Market Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

TRADEMARK

REEL: 004265 FRAME: 0696

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patents		
Methods, Systems and Computer Program Products For Over The Air (OTA) Provisioning of Soft Cards on Devices With Wireless Communications Capabilities – USA	7469151	9-1-06
Micropayment financial transaction process utilizing wireless network processing	7127236	12-18-02
Collaborative negotiation techniques for mobile personal trusted device financial transactions	7494055	5-24-05
Surface mountable multi-format reader for vending machine application	7516887	5-30-07
Proximity Interface With Advertising Insert for Transaction Acceptance Systems	D491953	10-10-02
Adaptor for magnetic stripe card reader	7028897	12-19-02
Adaptor for magnetic stripe card reader	7051932	12-27-02
Adaptor for magnetic stripe card reader	7252232	2-15-06
Hinged Radio Frequency Identification Tag Reader	D515574	9-9-04
External Adapter for magnetic stripe card reader	7114652	10-3-05
Mounting Bracket for a Radio Frequency Identification (RFID) Tag Reader	D543232	5-12-05
Point-of-Sale (POS) Mount for Radio Frequency Identification (RFID) Tag Reader	D527039	5-12-05
Point-of-Sale (POS) Mount for Radio Frequency Identification (RFID) Tag Reader	D543582	5-12-05
Coreless Inductor Magnetic Stripe Simulacrum for Transaction Acceptance Systems	D498236	1-24-03
Coreless Inductor Magnetic Stripe Simulacrum for Right Angle Transaction Acceptance Systems	D496365	3-16-04
Coreless Inductor Magnetic Stripe Simulacrum for Right Angle Transaction Acceptance Systems	D506998	2-28-03
The ornamental design for a magnetic stripe simulacrum for transaction acceptance systems	D491186	11-27-02
Proximity Interface for Transaction Acceptance Systems	D490840	10-30-02
Adaptor for magnetic stripe card reader	7357319	2-4-05
Systems, methods, and computer program products for supporting multiple applications and multiple instances of the same application on a wireless smart device	7631810	12-19-06

Combination magnetic stripe and contactless card reader	D586813	2-20-08
Combination magnetic stripe and contactless reader	D559253	5-15-07
Patent Applications		
Systems, Methods, and Computer Program Products for Supporting Multiple Applications and Multiple Instances of The Same Application On A Wireless Smart Device	11/641,557	12-19-06
Methods, Systems and Computer Program Products For Over The Air (OTA) Provisioning of Soft Cards on Devices With Wireless Communications Capabilities – Multiple International Applications	11/514698	9-1-06
Methods, systems and computer program products for wireless payment transactions	11/641556	12-19-06
Methods, Systems And Computer Program Products For Interacting With ISO 14443-4 And Mifare® Applications On The Same Wireless Smart Device During A Common Transaction	11/811342	6-8-07
Collaborative negotiation techniques for mobile personal trusted device financial transactions	12/287283	10-7-08
Systems, methods, and computer program products for automatically adjusting the modulation index of a wireless smart device reader	11/820795	6-20-07
Surface mountable multiformat reader for vending machine application	11/807928	5-30-07
Adaptor for magnetic stripe card reader	11/881187	7-25-07
Adaptor for magnetic stripe card reader	11/346844	2-2-06
External adapter for magnetic stripe card reader	11/243008	10-3-05
Adaptor for magnetic stripe card reader	11/355356	2-15-06
Collaborative negotiation techniques for mobile personal trusted device financial transactions	11/137682	5-24-05
Method and apparatus for secure import of information into data aggregation program hosted by personal trusted device	10/428910	5-2-03
Adaptor for magnetic stripe card reader	10/327638	12-19-02
Micropayment financial transaction process utilizing wireless network processing	10/323593	12-18-02
Adaptor for magnetic stripe card reader	10/306618	12-27-02

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MTrigger Manager	77833407	9-23-09
MLoyalty	77833393	9-23-09
MPromotions	77833382	9-23-09
ViVOapps	77833368	9-23-09
ViVOcard	77786405	12-15-09
ViVOwallet	77786362	12-15-09
MContent Manager	77833414	9-23-09

TRADEMARK

REEL: 004265 FRAME: 0699

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date