

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	
BRIGHTKITE, INC.		FORMERLY LIMBO, INC.	
08/23/2010		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		LIGHTHOUSE CAPITAL PARTNERS VI, L.P.	
Street Address:		3555 Alameda de las Pulgas, Ste 200	
Internal Address:		Grace Gillen	
City:		Menlo Park	
State/Country:		CALIFORNIA	
Postal Code:		94025	
Entity Type:		LIMITED PARTNERSHIP: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type		Number	
Word Mark		Registration Number:	
		3364983	
		BRIGHTKITE	
CORRESPONDENCE DATA			
Fax Number:		(650)233-0114	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		650-233-1013	
Email:		graceg@lcpartners.com	
Correspondent Name:		Grace Gillen; Lighthouse Capital Partner	
Address Line 1:		3555 Alameda de las Pulgas, Ste 200	
Address Line 4:		Menlo Park, CALIFORNIA 94025	
ATTORNEY DOCKET NUMBER:		BRIGHTKITE, INC. TM	
NAME OF SUBMITTER:		Grace Gillen	
Signature:		/Grace Gillen/	
Date:		08/24/2010	

OP \$40.00 3364983

Total Attachments: 11

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COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent Mortgage and Security Agreement is made as of August 23, 2010 ("*Security Agreement*"), by and between Brightkite, Inc., a Delaware corporation ("*Debtor*"), and Lighthouse Capital Partners VI, L.P. ("*Lender*").

RECITALS

A. Lender has agreed to restructure funds lent to Debtor (collectively, the "*Loan*"), pursuant to the terms of a Amendment 05 to Loan and Security Agreement No. 1211 dated April 15, 2008 (as the same may be modified, amended, supplemented, restated or superceded from time to time, the "*Loan Agreement*"). Terms not defined herein shall the meanings ascribed to them in the Loan Agreement.

B. In order to induce Lender to restructure the Loan, Debtor has agreed to assign certain intangible property to Lender for purposes of securing the obligations of Debtor to Lender.

NOW, THEREFORE, the parties hereto agree as follows:

1. **ASSIGNMENT, PATENT MORTGAGE AND GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Lender, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, collectively, the "*Loan Documents*"), Debtor hereby assigns, transfers, conveys and grants a security interest and mortgage to Lender, as security, in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "*Collateral*"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on *Exhibit A* attached hereto and incorporated herein by this reference (collectively, the "*Copyrights*").

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Debtor;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on *Exhibit B* attached hereto and incorporated herein by this reference (collectively, the "*Patents*");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on *Exhibit C* attached hereto and incorporated herein by this reference (collectively, the "*Trademarks*");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ALL OF DEBTOR'S PRESENT OR FUTURE INDEBTEDNESS, OBLIGATIONS AND LIABILITIES TO LENDER, INCLUDING, WITHOUT LIMITATION, SUCH INDEBTEDNESS, OBLIGATIONS AND LIABILITIES UNDER THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary and normal course of business as now conducted;

(b) Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

(c) During the term of this Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Collateral, except for (i) non-exclusive licenses granted by Debtor in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement and (ii) subject to Debtor's execution of appropriate documents, in form acceptable to Lender, to perfect or continue the perfection of Lender's interest in the Collateral, transfers to affiliates of Debtor;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Lender of any material changes in the composition of the Collateral, including but not limited to any subsequent ownership right of Debtor in or to any Copyright, Patent or Trademark not specified in this Security Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks owned by Debtor, (ii) use its best efforts to detect infringements of the Copyrights, Patents and Trademarks owned by Debtor and promptly advise Lender in writing of material

infringements detected and (iii) not allow any Copyrights, Patents or Trademarks owned by Debtor to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall promptly register the most recent version of Debtor's material Copyrights, Patents and Trademarks owned by Debtor if not so already registered, as Lender may reasonably request from time to time based on its review of the Quarterly Report (as hereinafter defined) and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral;

(h) This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Lender a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor to Lender, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other Loan Documents, upon making the filings referred to in Section 3(i) below, subject only to Permitted Liens;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts except for licenses and other rights identified in Section 3(g); and

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Lender in writing of any event that materially adversely affects the value of any Collateral, the ability of Debtor to dispose of any Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Collateral.

4. LENDER'S RIGHTS. Lender shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. INSPECTION RIGHTS. Debtor hereby grants to Lender and its employees, representatives and agent's the right to visit, during reasonable hours upon prior reasonable written notice to Debtor, any of Debtor's

plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested.

6. FURTHER ASSURANCES; ATTORNEY IN FACT.

(a) On a quarterly basis, Debtor agrees to deliver to Lender a report, in form acceptable to Lender and certified by an officer of Debtor, which lists all Copyrights, Patents and Trademarks that are material to the operation of Debtor's business on an on-going basis, and in which Lender does not already have a perfected security interest (the "*Quarterly Report*"); *provided, however*, Debtor may provide a general description of the Copyrights by type. Based upon review of the Quarterly Report, Lender shall, in its reasonable discretion, identify which Copyrights, Patents and Trademarks it deems material to the operation of Debtor's business on an on-going basis or the value of the Collateral.

(b) On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents and Trademarks, which Lender reasonably identifies pursuant to Section 6(a) above as material to the operation of Debtor's business on an on-going basis or the value of the Collateral, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Collateral.

(c) Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this Security Agreement, including (i) to modify, in its reasonable discretion, this Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B or Exhibit C hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Lender or a third party to the extent permitted under the California Uniform Commercial Code.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "*Event of Default*" under this Security Agreement:

(a) An Event of Default occurs under the Loan Agreement or any of the other Loan Documents; or

(b) Debtor breaches any warranty or agreement in any material respect made by Debtor in this Security Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach within fifteen (15) days of the occurrence of such breach if notice thereof has been given to Debtor.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including, without limitation, the right to require Debtor to assemble the Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Lender's rights and remedies with respect to the Collateral shall be cumulative.

9. INDEMNITY. Debtor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents (collectively with Lender, the "Lender Party") against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party against any Lender Party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by any Lender Party as a result of or in any way arising out of, following or consequential to transactions between Lender and Debtor, under this Security Agreement (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the gross negligence or willful misconduct of Lender.

10. REASSIGNMENT. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, or at such time that Debtor receives at least \$4,000,000 of additional equity investment, Lender shall execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to revest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. NO FAILURE OR DELAY. No failure or delay on the part of Lender, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

12. ATTORNEYS' FEES. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. AMENDMENTS. This Security Agreement may be amended only by a written instrument signed by Lender.

14. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Debtor and Lender.

15. GOVERNING LAW; JURISDICTION; JURY WAIVER. This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Debtor and Lender consent to the exclusive jurisdiction of any state or federal court located in San Francisco County, California. **DEBTOR AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS**

CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

16. CONFLICT. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of the Loan Documents, the term and/or provision of this Security Agreement shall govern.

THIS SECTION INTENTIONALLY LEFT BLANK

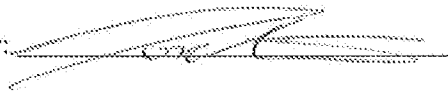
IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

DEBTOR:

LENDER:


BRIGHTKITE, INC.

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: 

By: Lighthouse Management Partners VI, L.L.C.,
its general partner

Name: Jonathan Linner

By: 

Title: CFO

Name: Cristy Barnes
Managing Director

Title: _____

Exhibit A
COPYRIGHTS

1. REGISTERED: List titles below or indicate "None"

Reg#: VA 1-715-115

Eff Date: 8/5/2008

Title: Limbo Community Website (www.limbo.com, i.limbo.com, m.limbo.com)

Reg# TX 6-646-520

Eff Date: 8/1/07

Title: Limbo Grab SMS & Web Text

Reg#: VA 1-428-605

Eff Date: 7/31/07

Title: Limbo TM Grab Website

Reg#: VA 1-425-605

Eff Date: 7/9/2007

Title: www.limbo.com (graphic design)

2. UNREGISTERED: List titles below or indicate "None"

None

3. APPLICATIONS IN PROCESS: List titles, applicable dates, application numbers, etc. below or indicate "None"

Case#: 1-198848061

Date submitted: 5/29/2009

Title: Brightkite TM Community Website (www.brightkite.com, m.brightkite.com, i.brightkite.com)

Claim ID#: 1-3AE05B

Exhibit A
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Exhibit B

U.S. PATENTS AND PATENT APPLICATIONS

(List titles below or indicate "None")

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
	11602878	Systems And Methods For A Network Event	Pending	11/20/2006
	11897266	Systems And Methods For Third Party Sponsorship Of A Network Event	Pending	8/28/2007
	12180511	Systems, Media And Methods For Determining A Winner Of A Multiplayer Game	Pending	7/25/2008
	PCTUS200604678 1	Systems And Methods For Using Points With A Network Event	Pending	12/8/2006

Exhibit C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

Country	Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
US FILINGS:					
US	3,364,983	77/163,751	BRIGHTKITE	1/8/2008	4/24/2007
FOREIGN FILINGS:					
China (People's Republic)	916,271	A0,004,924	LIMBO	6/8/2008	6/8/2008
China (People's Republic)	943,291	A0,009,125	LIMBO	8/6/2007	8/6/2007
European Union	916,271	A0,004,924	LIMBO	6/8/2008	6/8/2008
European Union	943,291	A0,009,125	LIMBO	8/6/2007	8/6/2007
Int'l Registration - Madrid	916,271	A0,004,924	LIMBO	6/8/2008	6/8/2008
Agreement / Protocol Int'l Registration - Madrid	943,291	A0,009,125	LIMBO	8/6/2007	8/6/2007
Korea, Republic of	943,291	A0,009,125	LIMBO	8/6/2007	8/6/2007
Turkey	916,271	A0,004,924	LIMBO	6/8/2008	6/8/2008
Turkey	943,291	A0,009,125	LIMBO	8/6/2007	8/6/2007

Exhibit B
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Country	Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
US FILINGS:					
European Union	966,946	A0,010,580	LIMBO 41414 (Cubes Logo)	12/6/2007	12/6/2007
Int'l Registration - Madrid	966,946	A0,010,580	LIMBO 41414 (Cubes Logo)	12/6/2007	12/6/2007
European Union	977,500	A0,010,578	LIMBO LOOT	12/6/2007	12/6/2007
Int'l Registration - Madrid	977,500	A0,010,578	LIMBO LOOT	12/6/2007	12/6/2007

UNREGISTERED TRADEMARKS: List marks below or indicate "None."

Exhibit B
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