

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
KAJEET, INC.		12/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Draper Fisher Jurvetson Growth Fund 2006, L.P.
Street Address:	2882 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78851930	K
Serial Number:	78851969	
Serial Number:	78441287	KAJEET
Serial Number:	78851955	KAJEET
Serial Number:	78851944	KAJEET
Serial Number:	78851962	KAJEET
Serial Number:	78887197	USE IT FOR GOOD
Serial Number:	78887189	USE IT FOR GOOD
Serial Number:	78887194	USE IT FOR GOOD

CORRESPONDENCE DATA

Fax Number: (310)996-7007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: rwalsh@manatt.com
 Correspondent Name: Robert D. Walsh
 Address Line 1: 11355 W. Olymptic Boulevard

900180137

**TRADEMARK
 REEL: 004445 FRAME: 0051**

CH \$240.00 78851930

Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:

44679-030

NAME OF SUBMITTER:

Jill M. Pietrini, Esq.

Signature:

//jimp//

Date:

12/30/2010

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 2010 by and between Draper Fisher Jurvetson Growth Fund 2006, L.P., in its capacity as Collateral Agent for the Lenders (each as defined below) (the "Agent") and KAJEET, INC. ("Grantor").

RECITALS

A. Pursuant to an Amended and Restated Loan and Security Agreement (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), of even date herewith, by and among Draper Fisher Jurvetson Growth Fund 2006, L.P., Draper Fisher Jurvetson Partners Growth Fund 2006, LLC, Gabriel Venture Partners II, L.P. and Gabriel Legacy Fund II, L.P. (each a "Lender" and collectively, "Lenders"), the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. Lenders are willing to make the Loans to Grantor and to extend the financial accommodations to Grantor as contemplated by the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent (in its capacity as collateral agent for the benefit of the Lenders) 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 Agent (for the benefit of Lenders) a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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 the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Agent (for the benefit of the Lenders) under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the related documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the related 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 Agent 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 related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

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.

Address of Grantor:

7101 Wisconsin Ave., Ste 1111
Bethesda, Maryland 20814

Attn: Daniel Neal

GRANTOR:

KAJEET INC.

By:  _____

Name: Daniel Neal

Title: Chief Executive Officer *+ Founder*

AGENT:

Address of Agent:

2882 Sand Hill Road, Suite 150
Menlo Park, CA 94025

Attn: Randy Glein

Draper Fisher Jurvetson Growth Fund
2006, L.P., as Collateral Agent for the Lenders

By: Draper Fisher Jurvetson Growth Fund
2006 Partners, L.P., its General Partner

By: DFJ Growth Fund 2006, Ltd.,
its General Partner

By: _____

Name:

Title: _____

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:

7101 Wisconsin Ave., Ste 1111
Bethesda, Maryland 20814

Attn: Daniel Neal

KAJEET, INC.

By: _____
Name: Daniel Neal
Title: Chief Executive Officer

AGENT:

Address of Agent:

2882 Sand Hill Road, Suite 150
Menlo Park, CA 94025

Attn: Randy Glein

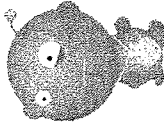

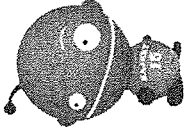
Draper Fisher Jurvetson Growth Fund
2006, L.P., as Collateral Agent for the Lenders

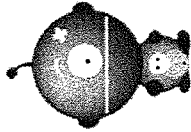


By: Draper Fisher Jurvetson Growth Fund
2006 Partners, L.P., its General Partner

By: DFJ Growth Fund 2006, Ltd,
its General Partner
By: _____
Name: *Mark W. Bailey*
Title: *Director*

EXHIBIT A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT AND COPYRIGHT APPLICATIONS

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	Author/Claimant	CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KANE 	United States	Registration No. VA 1-397-442	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 9/18/2006	Registered 2/9/2007	Kajeet, Inc. (Del.)
LOTTIE 	United States	Registration No. VA 1-398-726	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 9/18/2006	Registered 2/9/2007	Kajeet, Inc. (Del.)
OBIE 	United States	Registration No. VA 1-398-724	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 9/18/2006	Registered 2/9/2007	Kajeet, Inc. (Del.)

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	Author/Claimant	CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
SKRATCH 	United States	Registration No. VA 1-398-725	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 9/18/2006	Registered 2/9/2007	Kajeet, Inc. (Del.)
TAFFY 	United States	VA 1-636-319	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 4/9/2007	Registered 8/15/2007	Kajeet, Inc. (Del.)
TALLULAH 	United States	VA 1-397-441	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 9/18/2006	Registered 2/9/2007	Kajeet, Inc. (Del.)

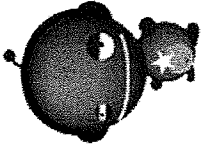
MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	Author/Claimant	CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
ZEO 	United States	VA 1-400-336	Author: Red Tettemer, Inc. Claimant: Kajeet, Inc. Date of publication: 9/18/2006	Registered 2/8/2007	Kajeet, Inc. (Del.)

EXHIBIT B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT



PATENTS AND PATENT APPLICATIONS

<u>Device</u>	<u>Jurisdiction</u>	<u>Dated Filed</u>	<u>Status</u>	<u>Patent or Application Number</u>	<u>Record Owner / Security Interests</u>
System and Methods for Managing the Utilization of a Communications Device	United States	28 June 2007	Request to reconsider double patenting rejection filed on 10/20/10. Examiner indicated application will be allowed	11/824,336	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009
Feature Management of a Communication Device	United States	26 July 2007	Terminal disclaimers accepted 12/16/10. Examiner indicated application will be allowed.	11/881,460	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009
System and Methods for Managing the Utilization of a Communications Device	United States	6 February 2008	Issue fee paid 12/20/10. Patent will issue shortly.	12/027,240	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009

Exhibit B to IPSA

Feature Management of a Communication Device	United States	19 November 2010	Continuation application pending	12/950,379	Kajeet, Inc. (Del.)
System and Methods for Managing the Utilization of a Communications Device	United States	19 November 2010	Continuation Application Pending	12/950,291	Kajeet, Inc. (Del.)

EXHIBIT C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
K (Stylized) 	United States	Application No. 78/851,930 Registration No. 3,548,316	Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls Class 41: Entertainment services, namely, providing on-line non-downloadable computer games and music via a mobile electronic device; Education services, namely, providing on-line, non-downloadable educational activities for children via a mobile electronic device	Filed 4/1/2006 Registered 12/16/2008	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009
	United States	Application No. 78/851,969 Registration No. 3,295,562	Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and	Filed 4/1/2006 REGISTERED 9/18/2007	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET (word)	United States	Application No. 78/441,287 Registration No. 3,276,257	<p>other media and content, with optional parental controls</p> <p>Class 41: Entertainment services, namely, providing on-line non-downloadable computer games and music via a mobile electronic device; Education services, namely, providing on-line, non-downloadable educational activities for children via a mobile electronic device</p> <p>Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games</p> <p>Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls</p> <p>Class 41: Entertainment services, namely, providing on-line, non-downloadable computer games and music via a mobile electronic device; education services, namely, providing on-line, non-downloadable educational games and information via a mobile electronic device</p>	Filed 06/25/04 REGISTERED 8/7/2007	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET (word)	Canada	Application No. 1345757	<p>Clothing, namely, belts, pajamas, pants, shirts, sweatshirts, t-shirts, footwear, namely, shoes, boots, slippers, athletic shoes, and golf shoes, headwear, namely baseball caps and hats (based on priority of US App No. 77/118,984)</p> <p>Educational toys and games, namely, toy action figures and accessories for use therewith; bath toys, children's multiple activity toys; play figures; dolls and doll accessories; electronic learning toys; fantasy character toys; kites; plush toys; puzzles; stuffed toy animals; talking toys; playing cards; role-playing toys; toy vehicles and accessories for use therewith, wind up toys; toy building sets, blocks and model cars; toy model hobbycraft kits; toy model train sets; musical toys; water squirting toys; construction toys; flying saucers; inflatable toys; molded plastic toy figurines; action skill games; board games; card games; electronic educational game machines for children; party games; hand held units for playing electronic games (based on priority of US App No. 77/118,977)</p> <p>Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental</p>	Filed 05/01/2007 ALLOWED	Kajeet, Inc. (Del.)

TRADEMARK


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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET	EU	Application No. 5905351 Registration No. 5905351	controls Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games; telecommunications apparatus and equipment and parts, fittings and accessories therefor. Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls; telecommunications. Class 41: Entertainment services, namely, providing on-line non-downloadable computer games and music via a mobile electronic device; education services, namely, providing on-line, non-downloadable educational activities for children via a mobile electronic device; education; providing of training; entertainment; sporting and cultural activities.	Filed 05/14/2007 REGISTERED 07/03/2008	Kajeet, Inc. (Del.)


TRADEMARK

REEL: 004445 FRAME: 0065

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET	Mexico	Application No. 867588 Registration No. 1008970	Class 25: Clothing, footwear, headgear including, clothing, namely, baseball caps, belts, footwear, hats, headwear, pajamas, pants, shirts, sweatshirts, t-shirts; clothing, footwear, headgear. (Claiming priority of February 28, 2007 from 77118984)	Filed 7/11/2007 REGISTERED 10/29/2007	Kajeet, Inc. (Del.)
KAJEET	Mexico	Application No. 867589 Registration No. 1011743	Class 28: Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees, including educational toys and games, namely, namely toy action figures and accessories for use therewith; bath toys, children's multiple activity toys; play figures; dolls and doll accessories; electronic learning toys; fantasy character toys; kites; plush toys; puzzles; stuffed toy animals; talking toys; playing cards; role-playing toys; toy vehicles and accessories for use therewith, wind up toys; toy building sets, blocks and model cars; toy model hobbycraft kits; toy model train sets; musical toys; water squirting toys; constructions toys; flying saucers; inflatable toys; molded plastic toy figurines; action skill games; board games; card games; electronic educational game machines for children; party games; hand held units for paying electronic games; (Claiming priority of February 28, 2007 from 77118977)	Filed 7/11/2007 REGISTERED 11/16/2007	Kajeet, Inc. (Del.)



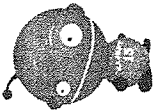
TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET	Mexico	Application No. 867590 Registration No. 1015848	Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls; telecommunications.	Filed 7/11/2007 REGISTERED 11/30/2007	Kajeet, Inc. (Del.)
KAJEET (Stylized) 	United States	Application No. 78/851,955 Registration No. 3,295,560	Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls Class 41: Entertainment services, namely, providing on-line non-downloadable computer games and music via a mobile electronic device; education services, namely, providing on-line, non-downloadable educational activities for children via a mobile electronic device	Filed 04/01/06 REGISTERED 9/18/2007	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET & Design 	United States	Application No. 78/851,944 Registration No. 3,482,334	<p>Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games</p> <p>Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls</p> <p>Class 41: Entertainment services, namely, providing on-line non-downloadable computer games and music via a mobile electronic device; education services, namely, providing on-line, non-downloadable educational activities for children via a mobile electronic device</p>	Filed 04/01/06 REGISTERED 8/5/2008	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
KAJEET & Design 	United States	Application No. 78/851,962 Registration No. 3,295,561	Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls Class 41: Entertainment services, namely, providing on-line, non-downloadable computer games and music via a mobile electronic device; education services, namely, providing on-line, non-downloadable educational games and information via a mobile electronic device	Filed 04/1/06 REGISTERED 9/18/2007	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009
K & Design (KANE)	Mexico	Application No. 850166 Registration No. 999678	Class 38: Telecommunication services via a mobile electronic device, namely transmission of voice and data, messaging games, location services, photography and other media and content with optional parental controls	Filed 4/23/2007 REGISTERED 8/27/2007	Kajeet, Inc. (Del.)

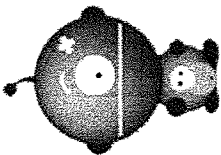
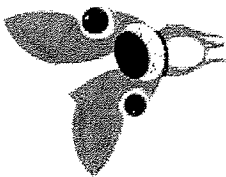
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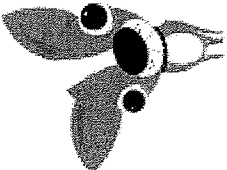
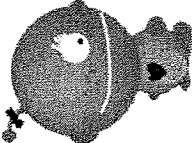
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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
					
LOTTIE Design 	Mexico	Application No. 850165 Registration No. 1001917	Class 25: clothing, namely, baseball caps, belts, footwear, hats, headwear, pajamas, pants, shirts, sweatshirts, t-shirts	Filed 4/23/2007 REGISTERED 9/14/2007	Kajeet, Inc. (Del.)
KAJEET 15 & Design (OBIE) 	Mexico	Application No. 850169 Registration No. 1001919	Class 28: Educational toys and games, namely toy action figures and accessories for use therewith; bath toys, children's multiple activity toys; play figures; dolls and doll accessories; electronic learning toys; fantasy character toys; playing cards; role-playing toys; toy vehicles and accessories for use therewith, wind up toys; toy building sets, blocks and model cars; toy model hobbycraft kits; toy model train sets; musical toys; water squirting toys; constructions toys; flying saucers; inflatable toys; molded plastic toy figurines; action skill games; board games; card games; electronic educational game machines for children; party games; handheld units for electronic games;	Filed 4/23/2007 REGISTERED 9/14/2007	Kajeet, Inc. (Del.)
SKRATCH (design only)	Mexico	Application No. 850167	Class 38: Telecommunications services via a mobile electronic device, namely,	Filed 4/23/2007	Kajeet, Inc. (Del.)

TRADEMARK

REEL: 004445 FRAME: 0070

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
		Registration No. 1001918	transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls	REGISTERED 9/14/2007	
TAFFY (design only) 	Mexico	Application No. 870895 Registration No. 1006712	Class 28: Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees, including educational toys and games, namely toy action figures and accessories for use therewith; bath toys, children's multiple activity toys; play figures; dolls and doll accessories; electronic learning toys; fantasy character toys; kites; plush toys; puzzles; stuffed toy animals; talking toys; playing cards; role-playing toys; toy vehicles and accessories for use therewith, wind up toys; toy building sets, blocks and model cars; toy model hobbycraft kits; toy model train sets; musical toys; water squirting toys; constructions toys; flying saucers; inflatable toys; molded plastic toy figurines; action skill games; board games; card games; electronic educational game machines for children; party games; handheld units for electronic games;	Filed 7/25/2007 REGISTERED 10/16/2007	Kajeet, Inc. (Del.)
TAFFY (design only)	Mexico	Application No.	Class 38: Telecommunications services via	Filed 7/25/2007	Kajeet, Inc. (Del.)

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
		870896 Registration No. 1006713	a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls	REGISTERED 10/16/2007	
TALLUHLAH (design only) 	Mexico	Application No. 850170 Registration No. 1001920	Class 28: educational toys and games, namely toy action figures and accessories for use therewith; bath toys, children's multiple activity toys; play figures; dolls and doll accessories; electronic learning toys; fantasy character toys; playing cards; role-playing toys; toy vehicles and accessories for use therewith, wind up toys; toy building sets, blocks and model cars; toy model hobbycraft kits; toy model train sets; musical toys; water squirting toys; constructions toys; flying saucers; inflatable toys; molded plastic toy figurines; action skill games; board games; card games; electronic educational game machines for children; party games; handheld units for electronic games	Filed 4/23/2007 REGISTERED 9/14/2007	Kajeet, Inc. (Del.)
USE IT FOR GOOD (word mark)	United States	Application No. 78/887,197 Registration No.	Class 41: Entertainment services, namely, providing on-line, non-downloadable computer games and music via a mobile electronic device; education services, namely, providing on-line, non-downloadable	Filed 5/18/2006 REGISTERED 7/15/2008	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master

TRADEMARK

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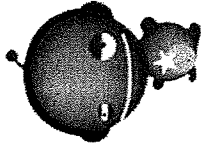
TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/ SERVICES	DATE FILED/DATE REGISTERED/ CURRENT STATUS	RECORD OWNER/SECURITY INTERESTS
		3,469,624	educational activities for children and teenagers via a mobile electronic device.		Limited (Cayman Islands LLC) recorded February 25, 2009
USE IT FOR GOOD (word mark)	United States	Application No. 78/887,189 Registration No. 3,354,222	Class 9: Mobile electronic device providing transmission and storage of voice and data, messaging, games, location services, photography, and other media and content and related telecommunications services, with optional parental controls; computer hardware and software related thereto, and downloadable computer games, music and educational activities and games.	Filed 5/18/2006 REGISTERED 12/11/2007	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009
USE IT FOR GOOD (word mark)	United States	Application No. 78/887,194 Registration No. 3,354,223	Class 38: Telecommunications services via a mobile electronic device, namely, transmission of voice and data, messaging, games, location services, photography, and other media and content, with optional parental controls.	Filed 5/18/2006 REGISTERED 12/11/2007	Kajeet, Inc. (Del.) Security Interest to Bluecrest Venture Finance Master Limited (Cayman Islands LLC) recorded February 25, 2009
ZEO (design only) 	Mexico	Application No. 850164 Registration No. 1001916	Class 25: Apparel, namely, baseball ca, belts (apparel), footwear, hats, headgear for wear, pajamas, trousers, shirts, sweatshirts, beach	Filed 4/23/2007 REGISTERED 9/14/2007	Kajeet, Inc. (Del.)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.