

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
ConnectSoft, Inc.		09/06/2011	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Middlefield Ventures, Inc.		
Street Address:	c/o Intel Corporation, 2200 Mission College Blvd, M/S RN6-59		
Internal Address:	Attn: Intel Capital Portfolio Manager		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1549		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3901442	CONNECTSOFT	
Registration Number:	3874835		
Registration Number:	3868573	QWARQ	
Registration Number:	3277423	ULTRASUITE	
Registration Number:	3269848	WICENTER	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Rosemary S. Tarlton		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	54039-59		

CH \$140.00 3901442

900201398

**TRADEMARK
 REEL: 004617 FRAME: 0502**

NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	09/06/2011
Total Attachments: 10 source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page1.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page2.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page3.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page4.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page5.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page6.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page7.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page8.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page9.tif source=54039-59 - ConnectSoft and Middlefield Ventures Security Agreement#page10.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 6, 2011 is made between ConnectSoft, Inc., a Kentucky corporation ("Grantor"), and Middlefield Ventures, Inc., a Delaware corporation ("Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of September 6, 2011 between Grantor and Secured Party.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants, assigns, and conveys to Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party, with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. and foreign patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. and foreign trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such

instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given or delivered (a) on the date of delivery if delivered personally, (b) if by facsimile, upon electronic confirmation of receipt by facsimile or, if not transmitted on a Business Day, the first Business Day following transmission, *provided* that a copy of such notice or other communication is promptly mailed by registered or certified mail, return receipt requested, postage prepaid, following the transmission of such facsimile, (c) on the first (1st) Business Day following the date of dispatch if delivered utilizing a next-day service by a nationally recognized next-day courier (or in the case of any recipients sending or receiving notices outside of the United States, then on the second (2nd) Business Day following the date of dispatch) or (iv) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid so long as all senders and receivers of any notices are in the United States. All notices hereunder shall be delivered to the addresses and facsimile numbers set forth below their names on the signature pages hereof or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth herein

SECTION 9 Governing Law; Venue. (a) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests

hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

(b) Each of the parties hereby submits to the nonexclusive jurisdiction of the courts of the State of New York and the Federal courts of the United States sitting in the Borough of Manhattan for the purposes of all legal proceedings arising out of or relating to this Agreement. Each of the parties irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

SECTION 10 Amendment; Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

SECTION 11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Faxed or other electronic (.pdf) signatures to this Agreement shall be binding for all purposes.

SECTION 12 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

Grantor

CONNECTSOFT, INC.

By: Richard W. Smith
Name: Richard W. Smith
Title: President

Address:

322 West Main Street
Louisville, Kentucky 40202
Attn: Richard W. Smith, President
Facsimile: 502-595-7020

and to (which copy shall not constitute notice):

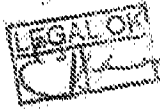
Address:

ConnectSoft, Inc.
322 West Main Street
Louisville, Kentucky 40202
Attn: Director, Legal & Administrative Services
Facsimile: 502-595-7020

[Signature page to Patent and Trademark Security Agreement]

Secured Party

MIDDLEFIELD VENTURES, INC.



By: _____

Name: Arvind Sodhani

Title: President

Executive Vice President, Intel Corporation

Address:

Middlefield Ventures, Inc.

c/o Intel Corporation

2200 Mission College Blvd, M/S RN6-59

Santa Clara, CA 95054-1549

Attn: Intel Capital Portfolio Manager

Facsimile: (408) 653-6796

with a copy to:

Intel Corporation

2200 Mission College Blvd, M/S RN6-59

Santa Clara, CA 95054-1549

Attn: General Counsel

Facsimile: (408) 653-6796

and to (which copy shall not constitute notice):

Portfolio Manager

Email: portfolio.manager@intel.com

[Signature page to Patent and Trademark Security Agreement]

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
7,774,020	8/10/2010	Christopher M. Songer	Method and System for Ascertaining Whether Multiple Radios are Associated with a Single Wireless Device
7,786,935	8/31/2010	Christopher M. Songer and Patrick C. Lankwert	Method and System for Inferring a Location of a Mobile Computing Device

Pending U.S. Patent Applications of Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
11/969,292	1/4/2008	Christopher M. Songer, Ahmad J. Mirani, Patrick C. Landswert and Milamaria S. Songer	Method and System for Managing User Preferences for One or More Software Applications Running on a Mobile Computing Device
12/347,535	12/31/2008	Patrick C. Lankswert	Method and System for Retrieving and Displaying Images of Devices Connected to a Computing Device
11/751,903	5/22/2007	Christopher M. Songer; Gene M. Chang Peter E. Groset and Patrick C. Lankswert	System and Method for Multi-Radio Control

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Registered Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
3,901,442	1/4/2011	7/14/2009	ConnectSoft, Inc.	CONNECTSOFT
3,874,835	11/9/2010	1/5/2010	ConnectSoft, Inc.	Misc. Design
3,868,573	10/26/2010	10/22/2009	ConnectSoft, Inc.	QWARQ
3,277,423	8/7/2007	9/23/2005	ConnectSoft, Inc.	ULTRASUITE
3,269,848	7/24/2007	8/26/2005	ConnectSoft, Inc.	WICENTER

Foreign Registered Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
None				

Pending U.S. and Foreign Trademark Applications of Grantor

Application No.

Filing Date

Applicant

Mark

None