

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
Bytemobile, Inc.		12/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Partners for Growth III, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3077282	BYTEMOBILE
Serial Number:	76363359	BYTE MOBILE
Registration Number:	2794571	MACARA
Registration Number:	3578512	MEDIA FIDELITY
Registration Number:	3555259	MONACO
Registration Number:	3064273	OPTIGO

CORRESPONDENCE DATA

Fax Number: (415)738-5371
 Phone: 415-381-3283
 Email: ben@greenspan-law.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Benjamin Greenspan
 Address Line 1: 620 Laguna Rd
 Address Line 4: San Francisco, CALIFORNIA 94941

OP \$165.00 3077282

ATTORNEY DOCKET NUMBER:	PFG3-BYTEMOBILE
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	12/23/2011
Total Attachments: 5 source=Byte Trademark Notice as filed#page1.tif source=Byte Trademark Notice as filed#page2.tif source=Byte Trademark Notice as filed#page3.tif source=Byte Trademark Notice as filed#page4.tif source=Byte Trademark Notice as filed#page5.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of December 22, 2011, is between Bytemobile, Inc., a Delaware corporation with its principal place of business at 2860 De La Cruz Blvd., 2nd Floor, Santa Clara, CA 95050 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

[Signature Page Follows]

Assignor:

Bytemobile, Inc.

By 

Thomas Hubbs
Chief Financial Officer

By 

Andrew Moran
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

[Signature Page to Trademark Collateral Agreement and Notice]

Assignor:

Bytemobile, Inc.

By _____
Thomas Hubbs
Chief Financial Officer

By _____
Andrew Missan
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By *Lorraine Nield*






Name: *Lorraine Nield*

Title: Manager, Partners for Growth III, LLC
Its General Partner

[Signature Page to Trademark Collateral Agreement and Notice]

EXHIBIT 1
Bytemobile, Inc.

Trademark Schedule

Trademark/ Country	Application/ Registration No.
BYTEMOBILE United States	Registration No. 3,077,282
byte  mobile United States	Application No. 76/363,359
MACARA United States	Registration No. 2,794,571
MEDIA FIDELITY United States	Registration No. 3578512
MONACO United States	Registration No. 3555259
OPTIGO United States	Registration No. 3,064,273
byte  mobile China	Registration No. 3519637
byte  mobile China	Registration No. 3519636
byte  mobile China	Registration No. 3519635
byte  mobile China	Registration No. 3519634
MACARA China	Registration No. 3519633

Trademark/ Country	Application/ Registration No.
MACARA China	Registration No. 3519640
MACARA China	Registration No. 3519639
MACARA China	Registration No. 3519638
OPTIGO China	Registration No. 4485319
BYTEMOBILE European Union	Registration No. 2549533
byte  mobile European Union	Registration No. 2549871
MACARA European Union	Registration No. 2550523
MONACO European Union	Application No. 2705606
OPTIGO CTM	Registration No. 3332962
 Japan	Registration No. 4674716
BYTEMOBILE Japan	Registration No. 4627705
MACARA Japan	Registration No. 4627706