

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
MOBILESTORM INC.		02/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL II, LLC		
Street Address:	812 Anacapa Street		
Internal Address:	Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85271192	APPMAIL	
Registration Number:	3239409	THINK OUTSIDE THE INBOX	
Registration Number:	3239408	STUN!	
Registration Number:	3461573	MOBILESTORM	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305948-163 MOBILESTORM		

TRADEMARK

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/06/2012
Total Attachments: 4 source=Mobilestorm signed IPSA#page1.tif source=Mobilestorm signed IPSA#page2.tif source=Mobilestorm signed IPSA#page3.tif source=Mobilestorm signed IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of February 6, 2012 by and between **AGILITY CAPITAL II, LLC** ("Lender") and **MOBILESTORM INC.**, a Delaware corporation ("Grantor").

RECITALS

Lender has 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 that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "**Loan Agreement**") dated as of the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right, title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

7900 Haskell Ave
Van Nuys, CA 91406
Attn: Jared Reitzin

MOBILESTORM INC.

By: 

Title: CEO

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL II, LLC

By: 

Title: Managing Director

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Title	Serial No./ Patent Number	Application No./ Issue Date
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration No./Issue Date</u>	<u>Application No./Filing Date</u>
APPMAIL	85/271,192	03/18/11
THINK OUTSIDE THE INBOX	3,239,409	05/08/07
STUN!	3,239,408	05/08/07
MOBILESTORM	3,461,573	07/08/08