

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
WaveMarket, Inc.		02/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4071906	SAFELY
Registration Number:	4071924	SAFELY
Registration Number:	3668280	VERIPLACE
Registration Number:	3296959	
Registration Number:	3111888	STREETHIVE
Registration Number:	3331255	STREETHIVE
Registration Number:	4087652	SPARKLE
Serial Number:	77834028	TWEETMYCITY
Serial Number:	85148889	LOCATION LABS
Serial Number:	85070277	LOCATION LABS
Serial Number:	85073003	PHYSICAL CLICK-THROUGH

CORRESPONDENCE DATA

Fax Number: (415)693-2222
 Phone: 4156932440

Email: crhem@cooley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	305866-186 WAVEMARKET
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	02/17/2012

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 17, 2012 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC. ("Lender") and WAVEMARKET, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of February 17, 2012 (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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (other than Excluded Property) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

5980 Horton Street, Suite 675
Emeryville, CA 94608

GRANTOR:

WAVEMARKET, INC.

By: 

Title: President

Address of Lender:

Hercules Technology Growth Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004719 FRAME: 0640

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:

5980 Horton Street, Suite 675
Emeryville, CA 94608

GRANTOR:

WAVEMARKET, INC.

By: _____

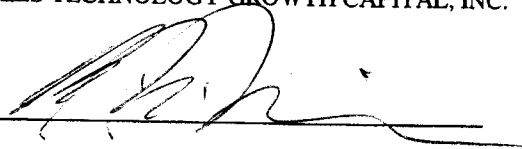
Title: _____

Address of Lender:

Hercules Technology Growth Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  _____

Title: **K. Nicholas Maritsch**
Associate General Counsel

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

REGISTERED PATENTS:

Title	Issue Date	Jurisdiction	Registration Number	Owner
User Contribution Based Mapping System and Method	December 6, 2011	United States	8,073,907	WaveMarket, Inc.
System for providing alert-based services to mobile stations in a wireless communications network	May 10, 2011	United States	7,941,162	WaveMarket, Inc.
System for providing alert-based services to mobile stations in a wireless communications network	May 10, 2011	United States	7,941,161	WaveMarket, Inc.
System for providing alert-based services to mobile stations in a wireless communications network	January 5, 2010	United States	7,643,834	WaveMarket, Inc.

PATENT APPLICATIONS:

Title	File Date	Jurisdiction	Application Number	Owner
Enhanced Mobile Location (Non-Provisional)	May 19, 2008	United States	11886515	WaveMarket, Inc.
Enhanced Mobile Location Method And System (Non-Provisional)	March 9, 2009	United States	11886528	WaveMarket, Inc.
Enhanced Terrestrial Mobile Location (Non-Provisional)	October 5, 2007	United States	11887948	WaveMarket, Inc.
Mobile Location (Non-Provisional)	October 5, 2007	United States	11887949	WaveMarket, Inc.

Title	File Date	Jurisdiction	Application Number	Owner
Mobile Service Maintenance Management (Non-Provisional)	April 24, 2008	United States	12084030	WaveMarket, Inc.
Detection In Mobile Service Maintenance (Non-Provisional)	April 24, 2008	United States	12084040	WaveMarket, Inc.
Profile Based Communications Service (Non-Provisional)	July 27, 2009	United States	12084484	WaveMarket, Inc.
Interactive Marketing, Product/Market Research, Contact Access...("R4 Mobile") (Non-Prov)	June 3, 2008	United States	12132235	WaveMarket, Inc.
Navigation System Implementing Dynamic Route Correction (Non-Provisional)	December 31, 2008	United States	12347944	WaveMarket, Inc.
Geographic Position Based Reward System (Non-Provisional)	March 18, 2009	United States	12406774	WaveMarket, Inc.
Aggregating And Disseminating Location Information (Non-Provisional)	March 18, 2009	United States	12406825	WaveMarket, Inc.
Enhanced Zone Determination (Non-Provisional)	December 7, 2009	United States	12450109	WaveMarket, Inc.
Behavior Monitoring System And Method (Non-Provisional)	November 2, 2009	United States	12611109	WaveMarket, Inc.
Managing 3Rd Party App Access...Via A Native Api (Non-Provisional)	January 19, 2010	United States	12689769	WaveMarket, Inc.
Managing Access To A Protected Resource Residing On A Mob... (Non-Provisional)	March 19, 2010	United States	12728174	WaveMarket, Inc.

Title	File Date	Jurisdiction	Application Number	Owner
Systems And Methods For Triggering Location Based Voice And/Or Data Comm... (Non-Provisional)	June 25, 2010	United States	12733724	WaveMarket, Inc.
Methods And Systems For Zone Creation And Adaptation (Non-Provisional)	May 25, 2010	United States	12734812	WaveMarket, Inc.
Location Of Wireless Mobile Terminals (Non-Provisional)	October 7, 2010	United States	12736430	WaveMarket, Inc.
Efficient Collection Of Wireless Transmitter Characteristics (Non-Provisional)	October 7, 2010	United States	12736431	WaveMarket, Inc.
Aggregating And Disseminating Personal Data (Non-Provisional)	June 1, 2010	United States	12791854	WaveMarket, Inc.
Determining Mobile Device Location (Non-Provisional)	June 11, 2010	United States	12813845	WaveMarket, Inc.
Mobile Device Communication System And Method ("Location Caller Id") (Non-Provisional)	June 11, 2010	United States	12813965	WaveMarket, Inc.
Distributed Multidimensional Range Search (Non-Provisional)	August 5, 2010	United States	12850975	WaveMarket, Inc.
Location Based Advertising (Non-Provisional)("Physical Click-Through")	August 17, 2010	United States	12857888	WaveMarket, Inc.

Title	File Date	Jurisdiction	Application Number	Owner
Aggregating And Disseminating Mobile Device Tag Data (Non-Provisional)	August 17, 2010	United States	12858170	WaveMarket, Inc.
Storing And Distributing Profiles ("Child Profiles") (Non-Provisional)	October 22, 2010	United States	12910570	WaveMarket, Inc.
Aggregating And Associating Mobile Device Location Data	November 1, 2010	United States	12917286	WaveMarket, Inc.
Monitoring And Disseminating Mobile Device Location Information	December 4, 2010	United States	12960485	WaveMarket, Inc.
Showing Dynamic Location For A Plurality Of Users (Non-Provisional)	January 20, 2011	United States	13010082	WaveMarket, Inc.
Location Based Value Dissemination (Non-Provisional)	February 22, 2011	United States	13031613	WaveMarket, Inc.
Mobile Device Alert Generation ("Smartalerts") (Non-Provisional)	April 14, 2011	United States	13087250	WaveMarket, Inc.
Preventing Mobile Device Communication ("Dwd") (Continuation In Part)	April 14, 2011	United States	13087302	WaveMarket, Inc.
Providing Alert Based Services To Mobile Stations... (Continuation Of 003.1)	May 1, 2011	United States	13098471	WaveMarket, Inc.
Providing Alert Based Services To Mobile Stations... (Continuation Of 003.2)	May 1, 2011	United States	13098474	WaveMarket, Inc.

Title	File Date	Jurisdiction	Application Number	Owner
Enabling Control Of Mobile Device Functional Components ("Sparkle") (Non-Provisional)	August 24, 2011	United States	13217093	WaveMarket, Inc.
User Contribution Based Mapping (Non-Provisional-Cip)	August 27, 2011	United States	13219669	WaveMarket, Inc.
Improved Detection And Monitoring Of Online Accounts (Non-Provisional)	September 30, 2011	United States	13249996	WaveMarket, Inc.
Range Search Over Distributive Storage Systems (Non-Provisional)	September 30, 2011	United States	13250128	WaveMarket, Inc.
Preventing Device Damage With Sensor Driven Motion Detection	November 28, 2011	United States	13304993	WaveMarket, Inc.
Monitoring And Reporting Peer Communications (Continuation-In-Part)	December 1, 2011	United States	13308697	WaveMarket, Inc.
Enabling Designating A Peer (Continuation-In-Part)	December 1, 2011	United States	13308708	WaveMarket, Inc.
User Contribution Based Mapping System And Method (Non-Provisional, Continuation)	December 4, 2011	United States	13310768	WaveMarket, Inc.
Social Network Privacy Audit (Continuation-In-Part)	December 9, 2011	United States	13316360	WaveMarket, Inc.
Improving The Accuracy Of Locates Using Prior Location History	January 6, 2012	United States	13345118	WaveMarket, Inc.
Location-Based Notification	August 27, 2010	United States	61377862	WaveMarket, Inc.

Title	File Date	Jurisdiction	Application Number	Owner
Helping Parents Handle And Report Cyber Bullying (Provisional)	December 9, 2010	United States	61421519	WaveMarket, Inc.
Detecting And Reporting Changes In Peer Communication (Provisional)	December 9, 2010	United States	61421525	WaveMarket, Inc.
Improved Detection And Monitoring Of Online Accounts (Provisional)	December 9, 2010	United States	61421535	WaveMarket, Inc.
Monitoring Enabling Flagging A Peer (Provisional)	December 9, 2010	United States	61421547	WaveMarket, Inc.
Informing Regarding Social Networking Application Use... (Provisional)	December 9, 2010	United States	61421554	WaveMarket, Inc.
Efficient Range Search Over Distributive Storage Systems (Provisional)	February 8, 2011	United States	61440844	WaveMarket, Inc.
Logging Mobile Device Use And Information	December 2, 2011	United States	61566586	WaveMarket, Inc.
Disabling And Enabling Mobile Device Functional Components	December 3, 2011	United States	61566646	WaveMarket, Inc.

EXHIBIT C

Trademarks

TRADEMARKS:

- SAFELY (word mark) - Registration No. 4071906
- SAFELY (logo) - Registration No. 4071924
- VERIPLACE (design plus words)– Registration No. 3668280
- (design only) – Registration No. 3296959
- STREETHIVE (word mark) – Registration No. 3111888
- STREETHIVE (word mark) – Registration No. 3331255
- SPARKLE (word mark) – Registration No. 4087652

TRADEMARK APPLICATIONS:

- TWEETMYCITY (word mark) – Application serial number 77834028
- LOCATION LABS (word mark) – Application serial number 85148889
- LOCATION LABS (word mark) – Application serial number 85070277
- PHYSICAL CLICK-THROUGH (word mark) – Application serial number 85073003