

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
MOTRICITY, INC.		02/28/2012	CORPORATION: DELAWARE
MCORE INTERNATIONAL, INC.		02/28/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	HIGH RIVER LIMITED PARTNERSHIP		
Street Address:	767 FIFTH AVENUE, 46TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	77955571	ADENYO	
Registration Number:	3014131	G5 MWM	
Registration Number:	2995700	HITTONES	
Registration Number:	3108923	LAFFTONES	
Serial Number:	77740665	MAAS MOBILE AS A SERVICE	
Registration Number:	3548863	MCORE	
Serial Number:	85402735	MCORE	
Serial Number:	85402764	MCORE	
Serial Number:	85402859	MCORE	
Serial Number:	85402874	MCORE	
Registration Number:	3319020	MOTRICITY	
Serial Number:	85402443	MOTRICITY	
Serial Number:	85402768	MOTRICITY	

Serial Number:	85402861	MOTRICITY
Serial Number:	85402882	MOTRICITY
Registration Number:	3335678	MOTRICITY
Registration Number:	2706579	MOVISO
Registration Number:	3086708	SCREENTONES
Registration Number:	3025291	STREAMLYNC
Registration Number:	3103524	TAKE 5

CORRESPONDENCE DATA

Fax Number: (617)289-0683

Phone: 617-856-8145

Email: ip@brownrudnick.com

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

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	28794/2
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NAME OF SUBMITTER:	Mark S. Leonardo
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Signature:	/Mark S. Leonardo/
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Date:	02/29/2012
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Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2012 (as amended, supplemented or otherwise modified from time to time, the ("Intellectual Property Security Agreement"), is made by MOTRICITY, INC., a Delaware corporation ("Borrower"), MCORE INTERNATIONAL, INC., a Washington corporation ("Guarantor") (Borrower and Guarantor, individually, is each a "Grantor", and collectively, are the "Grantors") with and in favor of HIGH RIVER LIMITED PARTNERSHIP, a Delaware limited partnership (together with its successors and assigns, the "Lender").

WHEREAS, on September 16, 2011, Lender made a loan in the original amount of \$20,000,000, and the obligation to repay such loan was evidenced by a Promissory Note dated as of such date in favor of Lender (as the same has been amended prior hereto, the "Original Note");

WHEREAS, as security for obligations under the Original Note and all other Obligations (as defined in the Note), Borrower granted to Lender a security interest in the Collateral (as herein defined) pursuant to the terms of that certain Security Agreement dated as of September 16, 2011 (the "Original Security Agreement");

WHEREAS, on the date hereof, Motricity, Inc., a Delaware corporation (the "Borrower") is delivering to High River Limited Partnership, a Delaware limited partnership (the "Lender") an Amended and Restated Promissory Note in the original principal balance of \$20,827,193.13 (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Note"), which Note amends and restates the Original Note in its entirety;

WHEREAS, on the date hereof, as security for obligations under the Note and all other Obligations (as defined in the Note), Guarantor has agreed to guarantee the Obligations pursuant to the terms of that certain Guaranty dated as of the date hereof; and

WHEREAS, on the date hereof, as security for obligations under the Note and all other Obligations (as defined in the Note), Borrower desires to confirm its grant to Lender of a security interest in that portion of the Collateral that was subject to the Original Security Agreement and grant to Lender a security interest in the Collateral subject hereto (whether or not subject to the Original Security Agreement), and Guarantor desires to provide a grant to Lender of a security interest in the Collateral subject hereto, and Borrower and Lender wish to amend and restate in its entirety the Original Security Agreement pursuant to the terms of that certain Amended and Restated Security Agreement dated as of even date herewith among Borrower, Lender, and Guarantor, which Collateral shall include without limitation, certain patents, trademarks and intellectual property of the Grantors, and the Grantors have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Note.

2. Grant of Security.

Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor's right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all domestic and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in **Schedule 1** hereto all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all patent licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "**Patent Collateral**");

(ii) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademark Collateral**"); provided, however, that the Trademark Collateral shall not include any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would void said application or impair the validity or enforceability of any registration issuing therefrom; and

(iii) any and all proceeds of the foregoing.

3. Recordation.

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

4. Execution in Counterparts.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Intellectual Property Security Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

5. Governing Law.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

6. Grantor Remains Liable.

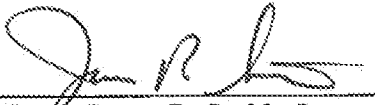
Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any necessary or desirable actions in connection with its Patent Collateral and Trademark Collateral, subject to the rights of the Lender.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

MOTRICITY, INC.

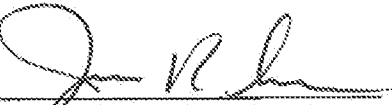
By: 

Name: James R. Smith, Jr.

Title: President and Interim Chief Executive Officer

GUARANTOR:

MCORE INTERNATIONAL, INC.

By: 

Name: James R. Smith, Jr.

Title: President

SCHEDULE 1

PATENTS

Invention	Country	Ser/Pat No.	Date	Company
System for Supporting Production, Management and Delivery of Media Content for Wireless Devices	US Utility	7461067	2 Dec 2008	Motricity, Inc.
Wireless Device Hub System and Method	US Utility	7283830	16 Oct 2007	Motricity, Inc.
Dispatcher for Wireless Device and Applications	US Utility	7085552	1 Aug 2006	Motricity, Inc.
Method and System for Delivering Contextual Content to a Mobile Device	US Utility	7860449	28 Dec 2010	Motricity, Inc.
Dynamic Bundling Systems and Methods	US Utility	13/052,929	21 Mar 2011	Motricity, Inc.
Systems and Methods for Distributing Advertisements to Third-party SMS Content Providers	US Utility	12/215,003	24 Jun 2008	mCore International, Inc.
Systems and Methods for Serving Relevant Advertisements on Mobile Devices	US Utility	12/427,441	21 Apr 2009	mCore International, Inc.
Targeted Delivery of Payload to Mobile Users	US Provisional	61/443,450	16 Feb 2011	mCore International, Inc.
Express Purchase Systems and Methods	US Utility	12/281,855	26 Oct 2011	Motricity, Inc.

TRADEMARKS

Motricity, Inc.

Country

Trademark

Owner

Status

App. No./Date

Reg. No./Date

Canada

5 and Design

Registered

1,127,308

Renewal is Next Action Due

12/19/2001

Generation 5 Mathematical Technologies

TMA587,981

8/25/2003



ADENYO and Design

Pending

1,471,965

Office Action Response Filed

3/2/2010

Silverback Media Corp.



G5 MWM

Registered

1,215,835

Renewal is Next Action Due

4/29/2004

Generation 5 Mathematical Technologies

TMA634,686

3/9/2005

GENERATION 5 and Design

Registered

1,127,307

Renewal is Next Action Due

12/19/2001

Generation 5 Mathematical Technologies

TMA637,962

4/21/2005



GENERATION 5 MATHEMATICAL TECHNOLOGY IN MARKETING and Design

Registered

1,127,306

Renewal is Next Action Due

12/19/2001

Generation 5 Mathematical Technologies

TMA640,885

5/31/2005



MOSAIC

Generation 5 Mathematical Technologies

Country	Trademark	Status	App. No./Date	Owner	Reg. No./Date
		Registered	892,030		TMA603,255
		Renewal is Next Action Due	10/1/1998		2/25/2004

Community Trademark (EU)

ADENYO and Design

Registered
Allow to Lapse

8965048
3/18/2010

Silverback Media Corp.

8965048
9/20/2010



FOTO FUN PACK Logo

Registered
Renewal is Next Action Due

003758489
4/5/2004

Motricity, Inc.

003758489
8/1/2005



FUEL

Registered
Allow to Lapse

003304045
8/6/2003

Motricity, Inc.

003304045
8/22/2005

HITTONES

Registered
Allow to Lapse

003022365
1/27/2003

Motricity, Inc.

003022365
1/17/2005

MCORE

Registered
Renewal is Next Action Due

006031512
6/14/2007

Motricity, Inc.

006031512
6/10/2009

MOVISO

Registered
Allow to Lapse

002622108
3/18/2002

Motricity, Inc.

002622108
10/16/2003

STARTONES

Registered
Allow to Lapse

003119583
4/3/2003

Motricity, Inc.

003119583
12/21/2004

Country	Trademark	Status	App. No./Date	Owner	Reg. No./Date
	TRUTONES	Registered Allow to Lapse	003340296 9/5/2003	Motricity, Inc.	003340296 12/17/2004

France

YOURMOBILE and Design

Registered
Renewal is Next Action Due

023153049
3/12/2002

Motricity, Inc.

023153049
3/12/2002



Hong Kong

MOVISO

Registered
Allow to Lapse

200310441
4/6/2002

Motricity, Inc.

200310441
8/22/2003

India

MOTRICITY

Pending
Published

2045824
10/28/2010

Motricity, Inc.

Indonesia

MOTRICITY

Pending
Published

J00-2010-041766
11/19/2010

Motricity, Inc.

MOTRICITY

Pending
Published

J00-2010-041767
11/19/2010

Motricity, Inc.

Malaysia

Country	Trademark	Status	App. No./Date	Owner	Reg. No./Date
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MOTRICITY

Pending
Office Action Response Filed

2010020378
10/27/2010

Motricity, Inc.

MOTRICITY

Pending
Accepted

2010020379
10/27/2010

Motricity, Inc.

Singapore

MCORE

Registered
Renewal is Next Action Due

T10/04761F
4/19/2010

Motricity, Inc.

T10/04761F
2/14/2011

MCORE

Registered
Renewal is Next Action Due

T1004760H
4/19/2010

Motricity, Inc.

T1004760H
7/23/2010

MOTRICITY

Registered
Renewal is Next Action Due

T0914510C
12/11/2009

Motricity, Inc.

T0914510C
7/29/2010

United States

ADENYO and Design

Pending
Office Action Issued

77/955,571
3/10/2010

Silverback Media Corp.



G5 MWM

Registered
Allow to Lapse

78/410,482
4/29/2004

Generation 5 Mathematical Technologies

3,014,131
11/8/2005

HITTONES

Registered
Allow to Lapse

78/147,954
7/26/2002

Motricity, Inc.

2,995,700
9/13/2005

Country	Trademark	Status	App. No./Date	Owner	Reg. No./Date
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LAFFTONES

Registered
Allow to Lapse

78/552,689
1/24/2005

Motricity, Inc.

3,108,923
6/27/2006

MAAS MOBILE AS A SERVICE and Design

Pending
Allowed

77/740,665
5/19/2009

Motricity, Inc.



MCORE

Registered
8&15 is Next Action Due

77/197,348
6/4/2007

Motricity, Inc.

3,548,863
12/23/2008

MCORE

Pending
Office Action Issued

85/402,735
8/19/2011

Motricity, Inc.

MCORE

Pending
Published

85/402,764
8/19/2011

Motricity, Inc.

MCORE

Pending
Office Action Issued

85/402,859
8/19/2011

Motricity, Inc.

MCORE

Pending
Office Action Issued

85/402,874
8/19/2011

Motricity, Inc.

Country	Trademark	Status	App. No./Date	Owner	Reg. No./Date
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MOTRICITY

Registered
8&15 is Next Action Due

76/615,871
10/8/2004

Motricity, Inc.

3,319,020
10/23/2007

MOTRICITY

Pending
Office Action Issued

85/402,443
8/19/2011

Motricity, Inc.

MOTRICITY

Pending
Published

85/402,768
8/19/2011

Motricity, Inc.

MOTRICITY

Pending
Office Action Issued

85/402,861
8/19/2011

Motricity, Inc.

MOTRICITY

Pending
Office Action Issued

85/402,882
8/19/2011

Motricity, Inc.

motricity

MOTRICITY (Stylized)

Registered
8&15 is Next Action Due

76/615,872
10/8/2004

Motricity, Inc.

3,335,678
11/13/2007

Country	Trademark	Status	App. No./Date	Owner	Reg. No./Date
	MOVISO			Motricity, Inc.	
		Registered	76/370,244		2,706,579
		Allow to Lapse	2/12/2002		4/15/2003
	SCREENTONES			Motricity, Inc.	
		Registered	78/541,450		3,086,708
		Allow to Lapse	1/3/2005		4/25/2006
	STREAMLYNC			Power by Hand, LLC	
		Registered	76/578,662		3,025,291
		Allow to Lapse	3/1/2004		12/13/2005
	TAKE 5			Motricity, Inc.	
		Registered	78/593,310		3,103,524
		Allow to Lapse	3/23/2005		6/13/2006