

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
Think Passenger, Inc.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	19925 Stevens Creek Blvd., Suite 100		
Internal Address:	Attn: Mike Rose		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3262831	PASSENGER	
Registration Number:	3370375	PASSENGER	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	260771-005		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 3262831

Date:

06/29/2012

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

THINK PASSENGER, INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JUNE 29, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MONTAGE CAPITAL II, L.P.

Internal

Address: ATTN: MIKE ROSE

Street Address: 19925 Stevens Creek Blvd., Suite 100

City: Cupertino

State: CALIFORNIA

Country: USA Zip: 95014

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,262,831 and 3,370,375

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Montage Capital II, L.P.

Internal Address: Mike Rose

Street Address: 19925 Stevens Creek Blvd., Suite 100

City: Cupertino

State: CALIFORNIA Zip: 95104

Phone Number: 408.973.7829

Fax Number: 408.973.7213

Email Address: mrose@montagecapital.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen C. Dellinger

Signature

JUNE 29, 2012

Date

Maureen C. Dellinger, Attorney for Montage Capital II, L.P.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2012 by and among Montage Capital II, L.P., a Delaware limited partnership ("Lender"), and THINK PASSENGER, INC., a Delaware corporation ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

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 Borrower:

12100 Wilshire Blvd., Suite 1950
Los Angeles, CA 90025
Attn: Bahram Nour-Omid, CEO

BORROWER:

THINK PASSENGER, INC.

By: 

Name: Bahram Nour Omid

Title: CEO

Address of Lender:

19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose

LENDER:

MONTAGE CAPITAL II, L.P.

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 004811 FRAME: 0778

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.

BORROWER:

Address of Borrower:

12100 Wilshire Blvd., Suite 1950
Los Angeles, CA 90025
Attn: Bahran Nour-Omid, CEO

THINK PASSENGER, INC.

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose

MONTAGE CAPITAL II, L.P.

By: Michael J. Rose

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

TRADEMARK

REEL: 004811 FRAME: 0779

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
No applicable properties		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue/Application Date</u>
"Consumer Marketing Platform," Published as US 2008/0162399	11/649,080	Filed 12/31/2006 Published 7/3/2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Service Mark "PASSENGER"	Application 78/712,287 Registration 3,262,831	Filed 9/13/2005 Registered 7/10/2007
Service Mark "PASSENGER"	Application 78/712,296 Registration 3,370,375	Filed 9/13/2005 Registered 1/15/2008