TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIVEWIRE MOBILE, INC.		07/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Milfam II L.P.
Street Address:	4550 Gordon Drive
Internal Address:	Attention: Lloyd I. Miller III
City:	Naples
State/Country:	FLORIDA
Postal Code:	34102
Entity Type:	LIMITED PARTNERSHIP: GEORGIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3925745	LIVEWIRE MOBILE
Registration Number:	3117860	MYCALLER
Serial Number:	85034610	LIVEWIRE MOBILE
Serial Number:	77959222	EVERYRING
Serial Number:	77959282	EVERYRING
Serial Number:	77959288	EVERYRING
Serial Number:	85059672	RINGSPOT
Serial Number:	85110162	MEDIADROME
Serial Number:	85110176	MEDIADROME
Serial Number:	85243264	MOVIANT
Serial Number:	85243287	MOVIANT
Serial Number:	85243288	MOVIANT
Serial Number:	85243293	MOVIANT

CH $340.00 3925745

CORRESPONDENCE DATA

Fax Number: 202 662273

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

Phone: 202 662 2738

Email: seanwooden@andrewskurth.com

Correspondent Name: Sean S. Wooden

Address Line 1: 1350 I St., NW, Suite 1100

Address Line 4: Washington, DC, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	0081011
NAME OF SUBMITTER:	Sean S. Wooden
Signature:	/SSW/
Date:	08/01/2012

Total Attachments: 2

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THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THE REGISTRATION PROVISIONS OF THE SAID ACT AND APPLICABLE STATE SECURITIES LAWS HAVE BEEN COMPLIED WITH OR UNLESS COMPLIANCE WITH SUCH PROVISIONS IS NOT REQUIRED AND AN OPINION OF COUNSEL, AT THE PURCHASER'S EXPENSE, REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT IS PROVIDED TO THE COMPANY AND ITS TRANSFER AGENT BY THE PURCHASER.

LIVEWIRE MOBILE, INC.

Senior Secured Convertible Note (this "Note")
Due June 8, 2013

No. 5

New York, NY

July 9, 2012

FOR VALUE RECEIVED, the undersigned, LIVEWIRE MOBILE, INC., a Delaware corporation (the "Company"), hereby promises to pay to Milfam II L.P., a Georgia limited partnership (the "Holder"), or its registered assigns, the principal sum of three hundred thousand dollars ($300,000.00), or so much thereof as shall not have been prepaid, on June 8, 2013 (the "Maturity Date"), with interest (computed on the basis of the actual number of days elapsed in a 360-day year) on the principal amount hereof from time to time outstanding and unpaid (the "Interest"). The Interest shall be payable at the rate of ten percent (10%) per annum, compounding quarterly. The Company shall pay interest, in cash, on the Senior Secured Notes quarterly in arrears on the first business day of April, July, October and January of each year commencing October 2012 and to, and including, the Maturity Date (each such date, an "Interest Payment Date") to the Holder on each such date; provided, that the Company shall have the option to pay Interest in kind at the rate of twelve percent (12%) per annum, compounding quarterly, in which case the accrued Interest will be added to the principal amount of the Note on the applicable Interest Payment Date, and Interest will accrue on the aggregate principal amount.

This Note is issued pursuant to, is entitled to the benefits of, and is subject to the terms of the Note Purchase Agreement, dated as of May 2, 2012 (the "Purchase Agreement"), among the Company, Singer Children's Management Trust, Milfam II LP and Lloyd I. Miller Trust A-4, providing for the issuance of the Senior Secured Notes due June 8, 2013 of the Company. Capitalized terms used and not otherwise defined in this Note shall have the meanings assigned to such terms in the Purchase Agreement.

The principal of this Note may be prepaid, in whole or ratably in part, at any time, without premium or penalty, in accordance with the terms set forth in the Purchase Agreement.

All cash payments shall be in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts.

This Note and any amounts due hereunder shall be convertible into shares of common stock of the Company in accordance with the terms of Section 11.6 of the Purchase Agreement. The number of shares of common stock issuable in connection with such conversion of this Note shall be subject to adjustment from time to time upon the happening of certain events in accordance with the terms of Section 11.7 of the Purchase Agreement. As promptly as practicable after the conversion of this Note, the Company, at its expense, shall instruct its transfer agent to issue and deliver to the holder of this Note, upon surrender of the Note, a certificate or certificates for the number of full shares of common stock of the Company issuable upon such conversion.

This Note evidences senior indebtedness of the Company and each of its subsidiaries, is secured by a security interest in all of the Company's right, title and interest in and to the assets of the Company pursuant to the Security Agreement (as defined in and on the terms set forth in the Purchase Agreement).

Upon the occurrence and during the continuation of any Event of Default (as defined in the Purchase Agreement), the outstanding principal amount of the Note, and to the extent permitted by applicable law, any interest payments thereon not paid when due, and any fees and other amounts then due and payable hereunder, shall thereafter bear interest (including post-petition interest in any bankruptcy proceeding under Title 11 of the United States Code or other applicable insolvency laws) payable in cash at a rate of eighteen percent (18%) per annum (computed on the basis of the actual number of days elapsed in a 360-day year). Payment or acceptance of the increased rates of interest is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies under the Purchase Agreement. The maximum rate of interest, including default interest, charged hereunder shall not exceed the highest rate permitted by law.

This Note shall be governed by and construed in accordance with the laws of the State of New York.

LIVEWIRE MOBILE, INC.

By_____

Name: Matthew Stekker

Its: CEO and President