

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
MOBCLIX, INC., a Delaware corporation, as Grantor		08/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	601 Montgomery Street		
Internal Address:	Suite 1090		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3924673	MOBCLIX	
CORRESPONDENCE DATA			
Fax Number:	2134578080		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1 213 457 8120		
Email:	agibbons@reedsmith.com		
Correspondent Name:	Anne Gibbons		
Address Line 1:	Reed Smith LLP - 355 South Grand Avenue		
Address Line 2:	Suite 2900		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	837822.20021 SGA/AMG		
NAME OF SUBMITTER:	Obed J. Aguilar		

Signature:	/Obed J. Aguilar/
Date:	08/14/2012
Total Attachments: 8 source=Fully Executed Trademark Security Agreement#page1.tif source=Fully Executed Trademark Security Agreement#page2.tif source=Fully Executed Trademark Security Agreement#page3.tif source=Fully Executed Trademark Security Agreement#page4.tif source=Fully Executed Trademark Security Agreement#page5.tif source=Fully Executed Trademark Security Agreement#page6.tif source=Fully Executed Trademark Security Agreement#page7.tif source=Fully Executed Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2012 (this “*Agreement*”) among the Grantors party hereto (each as “*Grantor*” and collectively, “*Grantors*”) and HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent (the “*Administrative Agent*”).

Reference is made to the Guarantee and Collateral Agreement dated as of August 10, 2012 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among Velti Inc., the other Borrowers from time to time party thereto, the Guarantor Loan Parties from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of August 10, 2012 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantor Loan Parties are affiliates of one or more Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Each Grantor party hereto is either a Borrower or a Guarantor Loan Party under the Security Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter adopted or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill and the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

**MOBILE INTERACTIVE GROUP
LIMITED**, a company incorporated under
the laws of England and Wales, as Grantor

By: 
Name: R. LUNN
Title: Sgt

MOBCLIX, INC., a Delaware
corporation, as Grantor

By: _____
Name: _____
Title: _____

AIR2WEB, INC., a Delaware corporation,
as Grantor

By: _____
Name: _____
Title: _____

**MOBILE INTERACTIVE GROUP
NETHERLANDS B.V.**, a company
formed under the laws of the Netherlands,
as Grantor

By: 
Name: R. LUNN
Title: Authorized signatory on behalf of
**MOBILE INTERACTIVE GROUP
HOLDINGS NETHERLANDS B.V.**

VELTI PLC, a company formed under the
laws of the Bailiwick of Jersey, Channel
Islands, as Grantor

By: _____
Name: _____
Title: _____

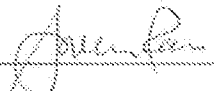
Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

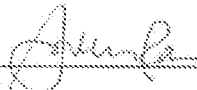
MOBILE INTERACTIVE GROUP
LIMITED, a company incorporated under
the laws of England and Wales, as Grantor

By: _____
Name: _____
Title: _____

MOBCLIX, INC., a Delaware
corporation, as Grantor

By: 
Name: _____
Title: _____

AIR2WEB, INC., a Delaware corporation,
as Grantor

By: 
Name: _____
Title: _____

MOBILE INTERACTIVE GROUP
NETHERLANDS B.V., a company
formed under the laws of the Netherlands,
as Grantor

By: _____
Name: _____
Title: Authorized signatory on behalf of
MOBILE INTERACTIVE GROUP
HOLDINGS NETHERLANDS B.V.

VELTI PLC, a company formed under the
laws of the Bailiwick of Jersey, Channel
Islands, as Grantor

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MOBILE INTERACTIVE GROUP LIMITED, a company incorporated under the laws of England and Wales, as Grantor

By: _____
Name: Richard Mann
Title: Senior Vice President

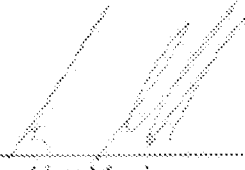
MOBCLIX, INC., a Delaware corporation, as Grantor

By: _____
Name: Sally J. Rau
Title: President

MOBILE INTERACTIVE GROUP NETHERLANDS B.V., a company formed under the laws of the Netherlands, as Grantor

By: _____
Name: Richard Mann
Title: Authorized signatory on behalf of
MOBILE INTERACTIVE GROUP
HOLDINGS NETHERLANDS B.V.

VELTI PLC, a company formed under the laws of the Bailiwick of Jersey, Channel Islands, as Grantor

By:  _____
Name: Alex Moukas
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

HSBC BANK USA, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Christopher Moore
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004842 FRAME: 0014

Schedule I
to Trademark Security Agreement

Mobile Interactive Group Limited

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
Mobile Interactive Group Limited	MIG Mobile Interactive Group (Device Mark)	App. No. 85/420468 Sept. 12, 2011	Pending Cls. 9, 21, 23, 26,36 & 38
Mobile Interactive Group Limited	JIGSAW	App No. 85/420515 Sept. 12, 2011	Pending Cls. 9, 21, 23, 26,36 & 38

Mobile Interactive Group Netherlands B.V.

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
Mobile Interactive Group Netherlands B.V. Recorded 4/15/2012 Reel/Frame: 4756/0262	CARSCANNER (Work mark and Design)	App No. 79/108492 Aug. 31, 2011	Pending Cls. 035, 36, 39, 42
Mobile Interactive Group Netherlands B.V. Recorded 4/15/2012 Reel/Frame: 4293/0093	CARSCANNER (Work mark and Design)	Reg. No. 4110657 March 13, 2012	Registered Cls. 035, 36, 39, 42

Mobclix, Inc.

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
Mobclix, Inc.	MOBCLIX	Reg No. 3924673 Reg Date - Mar 1, 2011	Registered Cls 35,38,42 <i>Mar 1, 2021</i>

Velti plc

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
Velti plc	VELTI & Design	Reg No. 3935800 Reg Date - Mar 22, 2011	Registered Cl. 42 <i>Apr 8, 2021</i>
Velti plc	VELTI MGAGE	Reg No. 3880083 Reg Date - Nov 23, 2010	Registered Cl. 42 <i>Nov 23, 2020</i>
Velti plc	VELTI	App No. 85/451461 Oct 19, 2011	Published Cls. 35,42

Air2Web, Inc.

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
Air2Web, Inc.	A and Air2Web (stylized)	Reg No. 3943628 App.# 85097301	<i>Apr 12, 2011</i> Registered Cl. 042 <i>Jul 30, 2010</i>
Air2Web, Inc.	AirCARE	Reg No. 3934360 App.# 85089792	<i>Mar 22, 2011</i> Registered Cl. 042 <i>Jul 21, 2010</i>
Air2Web, Inc.	A (stylized)	Reg No. 3870879 App.# 77436465	<i>Nov 02, 2010</i> Registered Cl. 035,038, 042 <i>Apr 01, 2008</i>
Air2Web, Inc.	AIR2WEB	Reg No. 2585927 App.# 75803855	<i>Jun 25, 2002</i> Registered Cl. 09, 038, 039 <i>Sep 20, 1999</i>