

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
HDMessaging Inc.	FORMERLY Brightkite, Inc.	10/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lighthouse Capital Partners VI, L.P.
Street Address:	3555 Alameda de las Pulgas, Ste 200
Internal Address:	ATTN: CONTRACTS ADMINISTRATION
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85294552	MAGICWORDS
Serial Number:	85294548	HDMESSAGING

CORRESPONDENCE DATA

Fax Number: 6502330114
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-233-1013
 Email: graceg@lcpartners.com
 Correspondent Name: Grace Gillen
 Address Line 1: 3555 Alameda de las Pulgas, Ste 200
 Address Line 2: Lighthouse Capital Partners VI, L.P.
 Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	HDMESSAGING - TM
NAME OF SUBMITTER:	Grace Gillen

OP \$65.00 85294552

Signature:	/Grace Gillen/
Date:	10/09/2012
Total Attachments: 4 source=IPSA Amend #1- 10-9-12 - HDmessaging#page1.tif source=IPSA Amend #1- 10-9-12 - HDmessaging#page2.tif source=IPSA Amend #1- 10-9-12 - HDmessaging#page3.tif source=IPSA Amend #1- 10-9-12 - HDmessaging#page4.tif	

AMENDMENT NO. 1 ("*IPSA Amendment 1*")

Dated October 9, 2012

to
that certain Collateral Assignment, Patent Mortgage and Security Agreement
dated as of August 23, 2010 ("*Agreement*"), by and between
LIGHTHOUSE CAPITAL PARTNERS VI, L. P. ("*Lender*") and
HDMESSAGING INC., F.K.A. BRIGHTKITE, INC. a Delaware corporation ("*Borrower*").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Collateral Assignment, Patent Mortgage and Security Agreement dated as of August 23, 2010 (the "*Agreement*"); all capitalized terms not otherwise defined herein are defined in the Agreement;

WHEREAS, Borrower was previously known as Brightkite, Inc, and subsequently changed its name to and is now called HDmessaging Inc;

WHEREAS, Borrower has subsequently applied for registration of certain Trademarks to be registered with the U.S. Patent & Trademark Office (collectively, the "*New Trademarks*");

WHEREAS, Borrower has subsequently applied for registration of certain Patents to be registered with the U.S. Patent & Trademark Office (collectively, the "*New Patents*");

WHEREAS, Borrower wishes to confirm there are no active Copyrights as of the date of this IP SA Amendment I; and


WHEREAS, Borrower wishes to further confirm such New Trademarks and New Patents (collectively, the "*New IP*") is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it at the U.S. Patent & Trademark Office, subject to all of the terms and conditions hereof and of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement as follows:

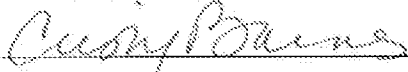
1. "Exhibit B attached to this IP SA Amendment 1 identifies the Patent Collateral granted to Lender under the Agreement, as well as the Patent Collateral constituting the New Patents, and hereby amends, restates and replaces the form of Exhibit A currently attached to the Agreement.
2. "Exhibit C attached to this IP SA Amendment 1 identifies the Trademark Collateral granted to Lender under the Agreement, as well as the Trademark Collateral constituting the New Trademarks, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
3. Borrower confirms that Lender has all the rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States pursuant to Section 6(b) of the Agreement, as it has with respect to the Collateral assigned under the Agreement.
4. Except as amended hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HDMESSAGING INC.

By: 
Name: Rob Lawson
Title: CEO

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.
By: LIGHTHOUSE MANAGEMENT PARTNERS VI,
L.L.C., its general partner

By: 
Name: Cristy Barnes
Title: Managing Director

Attachments

Exhibit B
Exhibit C

U.S. Patents and Patent Applications
U.S. Trademarks and Trademark Applications

Exhibit B

U.S. PATENTS AND PATENT APPLICATIONS

(List titles below or indicate "None")

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
	PCTUS2006046781	Systems And Methods For Using Points With A Network Event	Pending	12/8/2006
	13/418,286	Linking Context-Based Information To Text Messages	Pending	3/12/2012
	PCTUS2012028950	Linking Context-Based Information To Text Messages	Pending	3/13/12

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

Country	Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
US FILINGS:					
US	3,364,983	77/163,751	BRIGHTKITE	1/8/2008	4/24/2007
US		85/294,552	MAGICWORDS		4/13/11
US		85/294,548	HDMESSAGING		4/13/11
FOREIGN FILINGS:					
European Union		010333904	BRIGHTKITE	Pending	10/21/2011
Korea, Republic of		4020110055865	HDMESSAGING	Pending	10/12/2011
Philippines			HDMESSAGING	Proposed	
European Union		010569804	HDMESSAGING (and design)	Pending	1/18/2012
India		2299172	HDMESSAGING (and design)	Pending	3/14/2012
European Union	010333979	010333979	MAGICWORDS	2/21/2012	10/12/11
Korea, Republic of		4020110055872	MAGICWORDS	Pending	10/12/2011
Philippines				Proposed	

UNREGISTERED TRADEMARKS: List marks below or indicate "None."

NONE