

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
APPEXCHANGER.COM, INC.		11/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85440992	FREEMYAPPS
Serial Number:	85456649	FREEMYSONGS
Serial Number:	85456642	FREEMYTUNES
Serial Number:	85456637	FREEMYMOVIES

CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1076 APPEXCHANGE	TRADEMARK
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CH \$115.00 85440992

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/08/2012
Total Attachments: 7 source=Appexchanger signed IPSA#page1.tif source=Appexchanger signed IPSA#page2.tif source=Appexchanger signed IPSA#page3.tif source=Appexchanger signed IPSA#page4.tif source=Appexchanger signed IPSA#page5.tif source=Appexchanger signed IPSA#page6.tif source=Appexchanger signed IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 5, 2012 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and APPEXCHANGER.COM, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 5, 2012 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor.

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to FIKSU, INC., a Delaware corporation formerly known as Fluent Mobile, Inc. (the "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Except as otherwise indicated herein, capitalized terms used herein are used as defined in the Loan Agreement.

Grantor executed for the benefit of Bank that certain Unconditional Guaranty of even date herewith (the "Guaranty") pursuant to which Guarantor has guaranteed the Loans and other Obligations of Borrower and has granted to Bank a security interest in certain Copyrights, Trademarks and Patents of Grantor to secure the obligations of Guarantor under the Guaranty. Pursuant to the terms of the Guaranty, Guarantor has granted to Bank a security interest in all of Guarantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Guaranty).

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement and Guaranty, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask

Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURE PAGE FOLLOWS.]

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

GRANTOR:

APPEXCHANGER.COM, INC.

By: Micah Adler
Name: Micah Adler
Title: Director

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Address for Notices:

c/o Fiksu, Inc.
Attn: Micah Adler, CEO
101 Arch Street, Suite 304
Boston, MA 02110
Fax:

Address for Notices:

Attn: Chris Perkins and Note Department
25 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

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

GRANTOR:

APPEXCHANGER.COM, INC.

By: _____

Name: _____

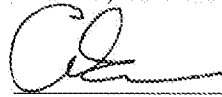
Title: _____

Address for Notices:

c/o Fiksu, Inc.
Attn: Micah Adler, CEO
101 Arch Street, Suite 304
Boston, MA 02110
Fax:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:  _____

Name: Christian Perkins

Title: Vice President

Address for Notices:

Attn: Chris Perkins and Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date</u>
FREEMYAPPS	85/440,992		10/06/11	
FREEMYSONGS	85/456,649		10/26/11	
FREEMYTUNES	85/456,642		10/26/11	
FREEMYMOVIES	85/456,637		10/26/11	

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>