

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
Phunware, Inc.		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard, Suite 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85570625	P
Serial Number:	85570612	PHUNWARE
Serial Number:	85256905	PHUNDEALS
Serial Number:	85570618	P W
Serial Number:	78583177	GOTV
Serial Number:	78737963	DIVA
Serial Number:	77765048	POCKETSHARE
Serial Number:	77803340	TRUE COUNTRY
Serial Number:	77743172	LIVE FROM YOU
Serial Number:	77743157	LIVE FROM YOU
Serial Number:	77766654	PRAISE
Serial Number:	77765064	PHLAMEWARE
Serial Number:	77187661	HIP HOP OFFICIAL
Serial Number:	77187655	HIP HOP OFFICIAL

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Serial Number:	77187477	ES MUSICA
Serial Number:	77187465	ES MUSICA

**CORRESPONDENCE DATA**

Fax Number: 8586385130  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 858-677-1400  
Email: susan.reynholds@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-186
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/14/2013

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and PHUNWARE, INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of December 21, 2012 (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

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, Grantor grants to Bank 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 Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

Bank agrees to release its security interest in the Intellectual Property Collateral when it releases its lien in the Collateral in accordance with the terms of the Loan Agreement.

*[Balance of Page Intentionally Left Blank]*

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

**GRANTOR:**

PHUNWARE, INC.

By: 

Name: ALAN KANE

Title: CFO

**BANK:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: JUSTIN HORNER

Title: AVP - RELATIONSHIP MANAGER

Address for Notices:

Attn: Alan Kane, CFO  
7800 Shoal Creek Blvd, Suite 210W  
Austin, TX 78757  
Fax: (512) 670-6035

Address for Notices:

Attn: Mike Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

*[Signature Page to Intellectual Property Security Agreement]*

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**TRADEMARK**  
**REEL: 004942 FRAME: 0313**

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

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
P	85570625	4229728		3/15/12
PHUNWARE	85570612	N/A		3/15/12
PHUNDEALS	85256905	4143648		3/3/11
P W	85570618	N/A		3/15/12
GOTV	78583177	3298982		3/8/05
DIVA	78737963	3432890		10/21/05
POCKETSHARE	77765048	4060441		6/22/09
TRUE COUNTRY	77803340	3783790		5/4/10
LIVE FROM YOU	77743172	3725473		12/15/09
LIVE FROM YOU	77743157	3760294		3/16/10
PRAISE	77766654	3951482		6/23/09
PHLAMWARE	77765064	3951479		6/22/09
HIP HOP OFFICIAL	77187661	3535955		11/25/08
HIP HOP OFFICIAL	77187655	3465603		5/22/07
ES MUSICA	77187477	3517364		5/22/07
ES MUSICA	77187465	3635876		5/22/07

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>
Systems and methods for enterprise branded applications frameworks for mobile and other environments	N/A	13033526	Published	
Methods and systems for interactive user interface objects	N/A	13076370	Published	
Server method and system for executing applications on a wireless device	8271579	12098670	Issued	9/18/12
Server method and system for rendering content on a wireless device	8103865	11888799	Issued	1/24/12
Client-side wireless communications link support for mobile handheld devices	8060594	11977212	Issued	11/15/11
Server-side wireless communications link support for mobile handheld devices	8009619	11977319	Issued	8/30/11

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