

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest (Second Lien)

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Cequint, Inc.		02/15/2013	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
Name:	SunTrust Bank
Street Address:	303 Peachtree Street, N.E.
Internal Address:	25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	3816616	555-1212
Registration Number:	3703354	
Registration Number:	3429104	CEQUINT
Registration Number:	3470034	CITY ID
Serial Number:	77632999	ID 555-1212

<b>CORRESPONDENCE DATA</b>	
Fax Number:	4048817777
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-881-7000
Email:	laura.kees@alston.com,angie.wicker@alston.com
Correspondent Name:	Laura Kees, Esq.
Address Line 1:	1201 West Peachtree Street
Address Line 4:	Atlanta, GEORGIA 30309

OP \$140.00 3816616

ATTORNEY DOCKET NUMBER:	001833/409327
NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	02/15/2013
<b>Total Attachments: 7</b> source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page1.tif source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page2.tif source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page3.tif source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page4.tif source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page5.tif source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page6.tif source=TNS -- Second Lien -- Patent and TM Security Agreement -- Cequint (Executed)#page7.tif	

GRANT OF SECURITY INTEREST  
PATENTS AND TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CEQUINT, INC., a Washington corporation (the "Grantor"), with principal offices at 1011 Western Avenue, Suite 800, Seattle, Washington, 98104, hereby pledges and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, N.E., 25<sup>th</sup> Floor, Atlanta, Georgia 30308, a security interest in (A) (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing, and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present or future infringement and dilutions thereof (the "Trademarks"), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (B) all written agreements providing for the grant by or to any Grantor of any right to use any Trademark (the "Trademark Licenses"), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (C) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, (ii) all applications for letters patent of the United States, any other country or any political subdivision thereof, and all reissues, divisionals, continuations and continuations in part, renewal applications and all renewals thereof, (iii) all rights to obtain any reissues, reexaminations or extensions of the foregoing and (iv) the right to sue for past, present and future infringements thereof (the "Patents"), as set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, and (D) all written agreements providing for the grant by or to any Grantor of any right to manufacture, use, sell or otherwise exploit any invention covered in whole or in part by a Patent (the "Patent Licenses") as set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case of the foregoing, together with all Proceeds (as such term is defined in the Second Lien Guarantee and Collateral Agreement referred to below) of the Trademarks and Patents, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Second Lien Guarantee and Collateral Agreement made by the Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of February 15, 2013 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Second Lien Guarantee and Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Second Lien Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Second Lien Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery

of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

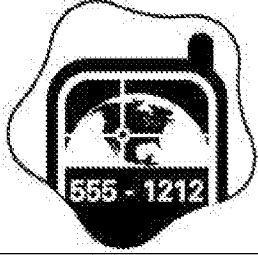
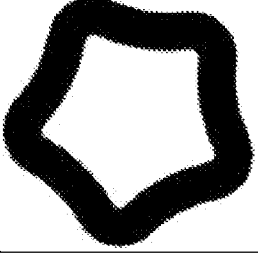

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]





TRADEMARKS

<b>Trademark</b>	<b>Registration No. / Application No.</b>	<b>Registration Date / Filing Date</b>
555-1212 & Design 	3,816,616	July 13, 2010
	3,703,354	October 27, 2009
CEQUINT	3,429,104	May 20, 2008
CITY ID	3,470,034	July 22, 2008
ID 555-1212 & Design 	77/632,999	December 15, 2008
INTERACTIVE MESSAGES	85/433,290	September 27, 2011
TXT2INTERACTIVE	85/433,314	September 27, 2011
IMS	85/433,304	September 27, 2011

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

SCHEDULE BREGISTERED PATENTS

<b>Patent / App No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Title</b>
8364177	3/13/2012	Issued 1/29/2013; no fees due	System and method for determination of network and conditional execution of applications and promotions
8290542	3/12/2010	Issued 10/16/2012; no fees due	Systems and methods for improved content delivery to mobile communication devices
8160556	4/13/2009	Issued 4/17/2012; no fees due	System and method for local handset check of the NXX local exchange to determine carrier
8160555	4/13/2009	Issued 4/17/2012; no fees due	System and method for determination of network and conditional execution of applications and promotions
8160554	4/13/2009	Issued 4/17/2012; no fees due	System and method for enhanced display of in-network caller information on a mobile device
7200212	1/5/2004	Issued 4/3/2007; no fees due	Decoding and processing system for advanced determination and display of city and state caller information
7170985	2/24/2004	Issued 1/30/2007; no fees due	Method for advanced determination and display of caller geographic information in a centralized wireless architecture
7170984	2/24/2004	Issued 1/30/2007; no fees due	Method for advanced determination and display of caller geographic information in a PBX
6985572	8/20/2002	Issued 1/10/2006; fees due 1/10/2014	Decoding and processing system for advanced determination and display of city and state caller information
6353664	12/1/1997	Issued 3/5/2002; no fees due	Caller ID equipment which



Patent / App No.	Filing Date	Status	Title
			displays location of caller
12/555731	9/8/2009	Awaiting prosecution after RCE 10/25/2012	Systems and methods for enhanced display of 411 information on a mobile handset
12/422935	4/13/2009	Non-Final Office Action 12/28/2012	System and method for refreshing caller directory data
12/349679	1/7/2009	Non-Final Office Action 10/24/2012	Delivery of caller identification data to a mobile device using application directed short messaging service
12/191892	8/14/2008	Awaiting prosecution after RCE 12/19/2012	Methods and systems for improved caller name identification on a telephone network
12/191904	8/14/2008	Awaiting prosecution after RCE 7/13/2012	Systems and methods for deployment and sale of advanced calling features
11/732,445	4/2/2007	Awaiting prosecution after RCE 8/14/2012	System and method for providing caller id name display in wireless communications system

PATENT APPLICATIONS

None

PATENT LICENSES

None