

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEWPORT MEDIA, INC.		02/15/2013	CORPORATION: DELAWARE
NEWPORT MEDIA, INC.,		02/15/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PINNACLE VENTURES, L.L.C.
Street Address:	1600 El Camino Real, Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4175033	NMI
Registration Number:	3255181	NEWPORT MEDIA
Registration Number:	3180962	N
Registration Number:	3246756	SUNDANCE SERIES
Registration Number:	3408056	MOBIZAP
Registration Number:	3475834	NMI

CORRESPONDENCE DATA

Fax Number: 6504936811  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 650-496-7543  
 Email: nbouch@wsgr.com  
 Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal  
 Address Line 1: 650 Page Mill Road  
 Address Line 2: FH 2-1 P10

CH \$165.00 4175033

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 27369.057 NEWPORT

NAME OF SUBMITTER: Nancy Bouch

Signature: /s/Nancy Bouch

Date: 02/15/2013

**Total Attachments: 4**

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GRANT OF SECURITY INTEREST

IN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement", dated as of February 15, 2013, is executed by NEWPORT MEDIA, INC., a Delaware corporation ("Parent") and NEWPORT MEDIA, INC., a California corporation ("Newport Media"), and collectively with Parent, each a "Debtor" and together the "Debtors"), in favor of Pinnacle Ventures, L.L.C. as agent ("Agent" and "Secured Party") for the benefit of each of the parties to the Loan Agreement (as defined below).

A. Reference is made to that certain Loan and Security Agreement, dated as of February 15, 2013 (as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Debtors and Secured Party.

B. Debtors own the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Debtors have adopted, used and are using the trademarks, more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Schedules A and B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents and Trademarks in or to which Debtors have any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtors shall provide written notice to Secured Party, in accordance with the provisions of the Loan Agreement, of any addition or change which is necessary to be made to Schedules A and B in order to maintain such schedules completeness or accuracy, and, further, Debtors shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change.

E. Debtors hereby grant to Secured Party a security interest in all right, title and interest of Debtors in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Patents"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Loan Agreement;

F. Debtors hereby grant to Secured Party a security interest in all right, title and interest of Debtors in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Trademarks"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtors do hereby further grant to Secured Party a security interest in the Patents and Trademarks (collectively, the "Collateral") to secure the prompt payment, performance and observance of the Obligations.

Debtors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: 1600 El Camino Real, Suite 250, Menlo Park, CA 94025.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

NEWPORT MEDIA, INC.,  
a Delaware corporation

By: Mohy Eldeen F. Abdelgany  
Name: Mohy F. Abdelgany  
Title: Chief Executive Officer

NEWPORT MEDIA, INC.,  
a California corporation

By: Mohy Eldeen F. Abdelgany  
Name: Mohy F. Abdelgany  
Title: Chief Executive Officer

**SCHEDULE B**

**TRADEMARKS**

<b>File Number</b>	<b>Title</b>	<b>Serial Number</b>	<b>Patent or Trademark Number</b>	<b>Issue Date</b>
NMI.5124	<b>Trademark:</b> NMI (Stylized and/or with Design)	85/474,463	4,175,033	July 17, 2012
NMI.5008	<b>Trademark:</b> NEWPORT MEDIA	78/791,030	3,255,181	June 26, 2007
NMI.5011	<b>Trademark:</b> NEWPORT MEDIA ("N" Logo)	78/815,268	3,180,962	December 5, 2006
NMI.5012	<b>Trademark:</b> SUNDANCE SERIES	78/815,516	3,246,756	May 29, 2007
NMI.5038	<b>Trademark:</b> MOBIZAP	77/095,826	3,408,056	April 8, 2008
NMI.5071	<b>Trademark:</b> NMI (Stylized and/or with Design)	77/351,487	3,475,834	July 29, 2008

**TRADEMARK APPLICATIONS**

None.

**MASK WORKS**

None.