

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
Boku, Inc.		02/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85443276	1-TAP
Serial Number:	85255041	BOKU
Serial Number:	85443290	1-TAP
Serial Number:	77723229	BOKU
Serial Number:	77723226	BOKU
Serial Number:	77723224	BOKU

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

CH \$165.00 85443276

ATTORNEY DOCKET NUMBER:	354271-444
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	03/04/2013
Total Attachments: 12 source=Boku IPSA#page1.tif source=Boku IPSA#page2.tif source=Boku IPSA#page3.tif source=Boku IPSA#page4.tif source=Boku IPSA#page5.tif source=Boku IPSA#page6.tif source=Boku IPSA#page7.tif source=Boku IPSA#page8.tif source=Boku IPSA#page9.tif source=Boku IPSA#page10.tif source=Boku IPSA#page11.tif source=Boku IPSA#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 25, 2013, by and between SILICON VALLEY BANK ("Bank") and BOKU, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and the other Co-Borrowers party thereto, dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BOKU, INC.

By: Mark Britto
Title: CEO

BANK:

SILICON VALLEY BANK

By: Ryan Edwards
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Effecting an electronic payment	11824607	6/29/07
Systems and methods to verify payment transactions	12369649	2/11/09
Systems and methods to facilitate electronic payments	12406073	3/17/09
Systems and methods to approve electronic payments	12406084	3/17/09
Systems and methods to provide information	12406573	3/18/09
Systems and methods to process user initiated transactions	12406583	3/18/09
Systems and methods to confirm transactions via mobile devices	12637692	12/14/09
Systems and methods to route messages to facilitate online transactions	12687075	1/13/10
Systems and methods to facilitate retail transactions	12689561	1/19/10
Systems and methods to automate transactions via mobile devices	12772937	5/3/10
Systems and methods to schedule transactions	12791606	6/1/10
Systems and methods to add funds to an account via a mobile communication device	12795116	6/7/10
Systems and methods to facilitate purchases on mobile devices	12795586	6/7/10
Systems and methods to accelerate transactions	12813338	6/10/10
Systems and methods to facilitate online transactions	12886148	9/20/10
Systems and methods to facilitate online transactions	12886267	9/20/10
Systems and methods to manage information	12940965	11/5/10
Systems and methods to automate the initiation of transactions via mobile devices	12949677	11/18/10
Systems and methods to facilitate electronic payments	12961393	12/6/10
Systems and methods to secure transactions via mobile devices	12962048	12/7/10

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods to selectively authenticate via mobile communications	12970889	12/16/10
Systems and methods to authenticate users	13012589	1/24/11
Systems and methods to process payments	13012631	1/24/11
Systems and methods to restrict payment transactions	13071158	3/24/11
Systems and methods to provide offers on mobile devices	13071189	3/24/11
Systems and methods to provide credits via mobile devices	13071232	3/24/11
Systems and methods to distribute and redeem offers	13071440	3/24/11
Systems and methods to process payments via account identifiers and phone numbers	13094459	4/26/11
Systems and methods to automate social networking activities	13094476	4/26/11
Systems and methods to detect fraudulent payment requests	13150626	6/1/11
Systems and methods to receive funds via mobile devices	13177133	7/6/11
Systems and methods to accelerate transactions based on predictions	13193541	7/28/11
Systems and methods to identify carrier information for transmission of premium messages	13207721	8/11/11
Systems and methods to process payments via a communication system	13229469	9/9/11
Systems and methods to provide referral rewards via mobile devices	13312530	12/6/11
Pan charging to account established with an msisdn	13334577	12/22/11
Voucher redemption	13334633	12/22/11
Offer insertion system	13334664	12/22/11
Systems and methods to facilitate repeated purchases	13453198	4/23/12
Systems and methods to process donations	13460200	4/30/12
Systems and methods to suggest prices	13462748	5/2/12
Customer to supplier funds transfer	13541409	7/3/12
Transit billing network	13324954	12/13/11

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Activating an account base on a sms message	13324962	12/13/11
Pass-through payment system	13334704	12/22/11
Account-dependent distribution and insertion of redeemable merchant offers	13334755	12/22/11
Transaction initiated automatic enrollment for merchant offers	13351706	1/17/12
Dynamic offers	13356277	1/23/12
Default phone bill charging	13369117	2/8/12
Expense tracker	13397014	2/15/12
Transferring credits from a carrier account	13410096	3/1/12
Transaction advisory based merchant voucher redemption	13423853	3/19/12
Merchant network offer	13439527	4/4/12
Transaction authentication with an msisdn at a pos routed through a merchant acquirer computer system	13465368	5/7/12
Transaction authentication with a non-pan id and pin	13465402	5/7/12
Transaction authentication with a variable-type user-stored account identifier	13465432	5/7/12
Transaction authentication with a non-msisdn id and authorization by communicating with a consumer device	13465469	5/7/12
Transaction data retrieval and targeting	13470067	5/11/12
Bidding on transaction data	13470097	5/11/12
Offer redemption rate based selection and display of offers	13472030	5/15/12
Systems and methods to process transaction based on social networking	13478841	5/23/12
Systems and methods to provide access control via mobile phones	13478867	5/23/12
Systems and methods to purchase on a mobile communication device	13480709	5/23/12
Card linking	13489323	6/5/12
Card linked offers	13752176	1/28/13

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Transaction authentication with an msisdn at a pos routed through a merchant acquirer computer system	61598617	2/14/12
Transaction authentication with a non-pan id and pin	61598634	2/14/12
Transaction authentication with a variable-type user-stored account identifier	61598647	2/14/12
Transaction authentication with a non-msisdn id and authorization by communicating with a consumer device	61598653	2/14/12
Rules engine for enterprise system	7958077	6/7/11
Systems and methods to facilitate online transactions	8041639	10/18/11
Systems and methods to control online transactions	8116730	2/14/12
Funds transfer electronically	8116747	2/14/12
Transferring funds electronically	8117124	2/14/12
Systems and methods to process transaction requ	8131258	3/6/12
Systems and methods to process transaction based on social networking	8160943	4/17/12
Systems and methods to provide access control via mobile phones	8219542	7/10/12
Systems and methods for pre-defined purchases on a mobile communication device	8224709	7/17/12
Systems and methods to process transactions based on social networking	8224727	7/17/12
Supplier funds reception electronically	8326261	12/4/12
Systems and methods to process transaction requests	8359005	1/22/13

PCT Applications

<u>Description</u>	<u>PCT Application Number</u>	<u>PCT Application Date</u>
Systems and methods to verify payment transactions	PCTUS0933823	2/11/09
Systems and methods to facilitate electronic payments	PCTUS1020188	1/6/10
Systems and methods to approve electronic payments	PCTUS1021054	1/14/10
Systems and methods to confirm transactions via mobile devices	PCTUS1032668	4/28/10

<u>Description</u>	<u>PCT Application Number</u>	<u>PCT Application Date</u>
Systems and methods to facilitate retail transactions	PCTUS1042703	7/21/10
Systems and methods to automate transactions via mobile devices	PCTUS1126301	2/25/11
Systems and methods to schedule transactions	PCTUS1036940	6/1/10
Systems and methods to facilitate purchases on mobile devices	PCTUS1037816	6/8/10
Systems and methods to facilitate online transactions	PCTUS1050616	9/20/10
Systems and methods to manage information	PCTUS1133391	4/21/11
Systems and methods to automate the initiation of transactions via mobile devices	PCTUS1057472	11/19/10
Systems and methods to facilitate electronic payments	PCTUS1059295	12/7/10
Systems and methods to secure transactions via mobile devices	PCTUS1059466	12/8/10
Systems and methods to selectively authenticate via mobile communications	PCTUS1159444	11/4/11
Systems and methods to authenticate users	PCTUS1122419	1/25/11
Systems and methods to process payments	PCTUS1122426	1/25/11
Systems and methods to provide offers on mobile devices	PCTUS1130038	3/25/11
Systems and methods to provide credits via mobile devices	PCTUS1130039	3/25/11
Systems and methods to receive funds via mobile devices	PCTUS1143082	7/6/11
Systems and methods to identify carrier information for transmission of premium messages	PCTUS1147437	8/11/11
Systems and methods to process payments via a communication system	PCTUS1151094	9/9/11
Pan charging to account established with an msisdn	PCTUS1166824	12/22/11
Systems and methods to facilitate repeated purchases	PCTUS1234639	4/23/12
Systems and methods to suggest prices	PCTUS1236190	5/2/12
Systems and methods to facilitate online transactions	PCTUS1020186	1/6/10
Systems and methods to control online transactions	PCTUS1020189	1/6/10
Transferring funds electronically	PCTUS0939723	4/7/09
Systems and methods to process transaction requests	PCTUS1030338	4/8/10

<u>Description</u>	<u>PCT Application Number</u>	<u>PCT Application Date</u>
Systems and methods to process transaction based on social networking	PCTUS1024525	2/18/10
Systems and methods to provide access control via mobile phones	PCTUS1129760	3/24/11
Systems and methods to purchase on a mobile communication device	PCTUS1046266	8/23/10
Systems and methods to process transactions based on social networking	PCTUS1024535	2/18/10
Voucher redemption	PCTUS1224911	2/13/12
Offer insertion system	PCTUS1224912	2/13/12
Systems and methods to automate social networking activities	PCTUS1225195	2/15/12
Pass-through payment system	PCTUS1267390	11/30/12
Activating an account based on an sms message	PCTUS1268705	12/10/12
Account-dependent distribution and insertion of redeemable merchant offers	PCTUS1269176	12/12/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1-TAP	85443276	10/10/11
BOKU	85255041	3/1/11
1-TAP	85443290	10/10/11
BOKU	77723229	4/27/09
BOKU	77723226	4/27/09
BOKU	77723224	4/27/09

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None registered