

03/08/2013

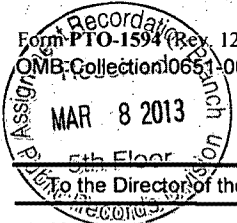
Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103656038

TRADEMARK OFFICE



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

03/08/13

1. Name of conveying party(ies):

VISAGE MOBILE, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 28, 2013

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HORIZON TECHNOLOGY FINANCE CORPORATION.

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut

Country: USA Zip: 06032

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,753,513 4,203,975

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Horizon Technology Finance

Internal Address: Attn: Legal Department

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut Zip: 06032

Phone Number: 860-676-8654

Docket Number:

Email Address: lucia@horizontechfinance.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 601110016 KHNGUYEN1 00000031 3753513

Authorized User Name: 01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

9. Signature:

Signature

Eric S. Darmofa, Senior Attorney

Name of Person Signing

February 28, 2013

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004982 FRAME: 0628

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of February 28, 2013, is executed by VISAGE MOBILE, INC., a Delaware corporation with an address of 500 Sansome Street, Suite 300, San Francisco, California 94111 ("Debtor"), in favor of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation with an address of 312 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");


C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, 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 Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does 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 Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

VISAGE MOBILE, INC.

By: 

Name: ADAM LEVY

Title: VP, OPERATIONS + GENERAL COUNSEL

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
BUDGETCORRECT	Visage Mobile, Inc.	3,753,513	3/2/2010
MOBILITY CENTRAL	Visage Mobile, Inc.	4,203,975	9/11/2012

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NONE