

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
Spring Mobile Solutions, Inc.		04/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3729367	SPRING WIRELESS	
Registration Number:	3890568	SPRING WIRELESS	
Serial Number:	85794419	SPRING MOBILE SOLUTIONS	
Serial Number:	85794441	SPRING MOBILE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	305866-1005		

CH \$115.00 3729367

NAME OF SUBMITTER:	Anna Anderson
Signature:	/Anna Anderson/
Date:	04/25/2013
Total Attachments: 8 source=Spring to Hercules Sec Agmt#page1.tif source=Spring to Hercules Sec Agmt#page2.tif source=Spring to Hercules Sec Agmt#page3.tif source=Spring to Hercules Sec Agmt#page4.tif source=Spring to Hercules Sec Agmt#page5.tif source=Spring to Hercules Sec Agmt#page6.tif source=Spring to Hercules Sec Agmt#page7.tif source=Spring to Hercules Sec Agmt#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 19, 2013 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC. ("Lender") and SPRING MOBILE SOLUTIONS, INC., a Delaware corporation, and SPRING MOBILE SOLUTIONS USA, INC., a Washington corporation (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and the Grantors dated as of April 19, 2013 (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).

B. Lender is willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of the Grantors under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Lender a security interest in all of the Grantors' 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 their obligations under the Loan Agreement and all other agreements now existing or hereafter arising among the Grantors and Lender, the Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Secured Obligations, the Grantors grant and pledge to Lender a security interest in all of the Grantors' right, title and interest in, to and under their Intellectual Property Collateral (other than Excluded Property) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

The Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Grantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Address of Grantors:

11710 Plaza America Drive, Suite 420
Reston, VA 20190
Attention: Paul J. Bosco

GRANTORS:

SPRING MOBILE SOLUTIONS, INC.

By: Ken H. Lee

Title: SENIOR VICE PRESIDENT OF OPERATIONS,
CHIEF FINANCIAL OFFICER

SPRING MOBILE SOLUTIONS USA, INC.

By: Ken H. Lee

Title: CHIEF FINANCIAL OFFICER, TREASURER,
VICE PRESIDENT AND ASSISTANT SECRETARY

Address of Lender:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Title: _____

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.

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11710 Plaza America Drive, Suite 420
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Attention: Paul J. Bosco

GRANTORS:

SPRING MOBILE SOLUTIONS, INC.

By: _____

Title: _____

SPRING MOBILE SOLUTIONS USA, INC.

By: _____


Title: _____

Address of Lender:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  _____

Title: **K. Nicholas Marilitsch**
Associate General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

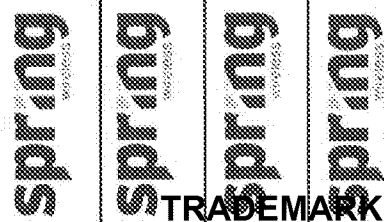
Patents


None.

EXHIBIT C

Trademarks

Trademark	Serial Number	Class	Registration Date	Priority Date	Country	Applicant
Because Business Moves	4990340	9, 42	November 7, 2008	February 14, 2010	USA	SPRING WIRELESS USA, INC.
M SERIES	3901150	42	November 19, 2008	January 4, 2011	USA	SPRING WIRELESS USA, INC.
SPRING WIRELESS	3720367	38	July 6, 2006	December 22, 2006	USA	SPRING WIRELESS, INC.
SPRING WIRELESS	3890368	42	July 6, 2006	December 14, 2010	USA	SPRING WIRELESS, INC.
as-Serifs	391244	42	November 19, 2008	December 16, 2008	Brazil	SPRING WIRELESS USA, INC.
Because Business Moves	498804	9, 35, 42	November 7, 2008	December 11, 2008	France	SPRING WIRELESS USA, INC.
as-Serifs	391244	42	November 19, 2008	December 16, 2008	France	SPRING WIRELESS USA, INC.
Spring Wireless	1077267	42	November 19, 2008	December 11, 2008	Russia	SPRING WIRELESS USA, INC.
Because Business Moves	498804	9, 35, 42	November 7, 2008	December 11, 2008	Russia	SPRING WIRELESS USA, INC.
End-to-End Mobile Business Solutions	498603	42	November 19, 2008	December 11, 2008	Russia	SPRING WIRELESS USA, INC.
Mobile Fusion	491232	38	December 4, 2008	December 16, 2008	Russia	SPRING WIRELESS USA, INC.
MSM	491231	42	November 19, 2008	December 16, 2008	Russia	SPRING WIRELESS USA, INC.
BECAUSE BUSINESS MOVES	4119409	42	December 16, 2010	March 27, 2012	USA	SPRING WIRELESS USA, INC.
as-Serifs	1326146	9	July 7, 2012	October 31, 2012	Mexico	SPRING WIRELESS, INC.
	1358349	42	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
	1328150	38	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
	1329504	38	July 7, 2012	November 21, 2012	Mexico	SPRING WIRELESS, INC.
	1379619	41	July 7, 2012	November 23, 2012	Mexico	SPRING WIRELESS, INC.



SPRING WIRELESS	1328351	0	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
SPRING WIRELESS	1328354	35	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
SPRING WIRELESS	1328353	38	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
SPRING WIRELESS	1328354	41	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
SPRING WIRELESS	1328355	42	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
SPRING WIRELESS	1328633	9	July 7, 2012	November 23, 2012	Mexico	SPRING WIRELESS, INC.
						
SPRING WIRELESS	1328656	42	July 7, 2012	November 20, 2012	Mexico	SPRING WIRELESS, INC.
SPRING WIRELESS	12038546	38	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12038588	42	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12050648	9	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12050674	9	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12050682	41	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12058577	41	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12058672	36	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12098520	36	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12098636	35	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12098595	35	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12098692	42	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12095103	38	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	12098886	36	April 4, 2012	Pending	Colombia	SPRING WIRELESS, INC.
SPRING WIRELESS	83793152	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
SPRING WIRELESS	83793159	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
SPRING WIRELESS	83793146	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
SPRING WIRELESS	83793132	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.

REEL: 005013 FRAME: 0904

DELIVERMASTER	85794221	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
ADMMASTER	85794204	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
MEDIAMASTER	85794183	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
FINANCEMASTER	85794167	9	December 3, 2012	Pending	USA	SPRING WIRELESS USA, INC.
SPRING MOBILE SOLUTIONS	85794419	9, 15, 38, 42	December 4, 2012	Pending	USA	SPRING WIRELESS, INC.
	85794441	9, 15, 38, 42	December 4, 2012	Pending	USA	SPRING WIRELESS, INC.



RECORDED: 04/25/2013

TRADEMARK
REEL: 005013 FRAME: 0905