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
Cellfish Media LLC		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	315 Montgomery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104-1866
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3225699	BARRIO MOBILE
Registration Number:	3316461	BARRIO MOBILE
Registration Number:	3356394	BE CELLFISH, LIVE GENEROUSLY
Registration Number:	3247071	BLINGCHAT
Registration Number:	3361434	BLING CHAT
Registration Number:	3330740	BLINGGAMES
Registration Number:	3378489	BLINGPIX
Registration Number:	3701171	BLINGPIX
Registration Number:	3376445	BLING TONES
Registration Number:	3703949	BLINGTONES
Registration Number:	3485739	CELLFISH
Registration Number:	3321303	CELLFISH
Registration Number:	3321304	CELLFISH MEDIA
Registration Number:	3481407	CELLFISH MEDIA

CH $790.00 3225699

Registration Number:	3481406	CELLFISH MEDIA
Registration Number:	3722744	CELLFISH MEDIA
Registration Number:	3692605	CELLFLIRT
Registration Number:	3797731	CELLFLIRT
Registration Number:	3964748	CELLPASS
Registration Number:	3964750	CELLPASS
Registration Number:	3317871	CRUNK GOLF
Registration Number:	3247618	MUCHACHAT
Registration Number:	3329589	REP YOUR HOOD
Registration Number:	3822328	RINGTHRU
Registration Number:	3816487	SPEED D8
Registration Number:	3199446	V-BLAST
Registration Number:	3270373	WICKED BETTY
Registration Number:	3429962	WICKED BETTY
Registration Number:	3429961	WICKED BETTY
Serial Number:	85568080	BANDSINTOWN
Serial Number:	85672047	H-APP

CORRESPONDENCE DATA

Fax Number: 4152687522

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (415) 268-7000

Email: ksamia@mofo.com, JTaylor@mofo.com

Correspondent Name: JTaylor@mofo.com

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	753-3043
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/JLT2/
Date:	05/31/2013

Total Attachments: 11

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EXECUTION COPY

PATENT AND TRADEMARK SECURITY AGREEMENT
(Cellfish Media LLC)

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 31, 2013, is made between Cellfish Media LLC, a Delaware limited liability company (the "Grantor"), and Bank of America, N.A., as collateral agent for itself and the Lender Affiliates (the "Lender Affiliates") as defined in the Security Agreement referred to below (in such capacity, the "Secured Party").

The Grantor is a guarantor of the obligations of its parent company, Cellfish Media Inc., a Delaware corporation (the "Borrower"), which is a party to a Credit Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Credit Agreement"), between the Borrower and the Secured Party. In connection with the Grantor's Guaranty, dated as of the date hereof, in favor of the Secured Party, and pursuant to the Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Security Agreement"), between the Grantor and the Secured Party, the Grantor has granted to the Secured Party a security interest in all of the Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations (as defined in the Security Agreement). To supplement the Secured Party's security interest in such intellectual property pursuant to the Security Agreement, the Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Interpretation. The rules of interpretation set forth in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Secured Party, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses

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(including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Secured Party with respect to any new trademark or patent applications or registrations, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Secured Party to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so

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amend Schedules A or B shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Party and the Lender Affiliates and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement or as provided in Section 4 hereto.

SECTION 9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10 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. Except as provided in Section 4.01 of the Credit Agreement, this Agreement shall become effective when the Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the parties.

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Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

CELLFISH MEDIA LLC

By: _____

Name: F. Jeremy

Title: CEO

Address:

CELLFISH MEDIA LLC
215 Lexington Avenue
New York, NY 10016
Attention: President
Telephone:
Facsimile:
Electronic Mail:

Organizational Identification Number: 4058701

Signature Page to Cellfish Media LLC Patent and Trademark Security Agreement

THE SECURED PARTY

BANK OF AMERICA, N.A.

By: _____
Name: Ronald J. Drobny
Title: Senior Vice President

Address:

BANK OF AMERICA, N.A.
315 Montgomery Street
San Francisco, CA 94104-1866
Mail Code: CA5-704-13-11
Attention: Ron Drobny
Telephone: (415) 913-2823
Facsimile: (312) 453-6364
Electronic mail: Ronald.Drobny@baml.com

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SCHEDULE A
to the Patent and Trademark Security Agreement

CELLFISH MEDIA LLC

Issued U.S. Patents of the Grantor

Patent No.	Issue Date	Inventor	Title
7,113,981	9/26/2006	Cellfish Media LLC	Cellular Telephone download Locker

Pending U.S. Patent Applications of the Grantor

Serial No.	Filing Date	Inventor	Title
None.			

Schedule A-2

sf-3260910

SCHEDULE B
to the Patent and Trademark Security Agreement

CELLFISH MEDIA LLC

U.S. Trademarks of the Grantor

Registration No.	Registration Date	Registered Owner	Mark
3225699	4-3-07	Cellfish Media LLC	BARRIO MOBILE
3316461	10-23-07	Cellfish Media LLC	BARRIO MOBILE Logo
3356394	12-18-07	Cellfish Media LLC	BE CELLFISH, LIVE GENEROUSLY
3247071	5-29-07	Cellfish Media LLC	BLINGCHAT
3361434	1-1-08	Cellfish Media LLC	BLINGCHAT Logo
3330740	11-6-07	Cellfish Media LLC	BLINGGAMES
3378489	2-5-08	Cellfish Media LLC	BLINGPIX
3701171	10-27-09	Cellfish Media LLC	BLINGPIX Logo
3376445	1-29-08	Cellfish Media LLC	BLINGTONES
3703949	11-3-09	Cellfish Media LLC	BLINGTONES Logo
3485739	8-12-08	Cellfish Media LLC	CELLFISH
3321303	10-23-07	Cellfish Media LLC	CELLFISH
3321304	10-23-07	Cellfish Media LLC	CELLFISH MEDIA
3481407	8-5-08	Cellfish Media LLC	CELLFISH MEDIA
3481406	8-5-08	Cellfish Media LLC	CELLFISH MEDIA & Logo
3722744	12-8-09	Cellfish Media LLC	CELLFISH MEDIA & Logo
3692605	10-6-09	Cellfish Media LLC	CELLFLIRT
3797731	6-1-10	Cellfish Media LLC	CELLFLIRT

3964748	5-24-11	Cellfish Media LLC	CELLPASS
3964750	5-24-11	Cellfish Media LLC	CELLPASS Styilized Script
3317871	10-23-07	Cellfish Media LLC	CRUNK GOLF
3247618	5-29-07	Cellfish Media LLC	MUCHACHAT
3329589	11-6-07	Cellfish Media LLC	REP YOUR HOOD
3822328	7-20-10	Cellfish Media LLC	RINGTHRU
3816487	7-13-10	Cellfish Media LLC	SPEED D8 & Design
3199446	1-16-07	Cellfish Media LLC	V-BLAST
3270373	7-24-07	Cellfish Media LLC	WICKED BETTY
3429962	5-20-08	Cellfish Media LLC	WICKED BETTY
3429961	5-20-08	Cellfish Media LLC	WICKED BETTY & Design

Pending U.S. Trademark Applications of the Grantor

Application No.	Filing Date	Applicant	Mark
85/568080	3-13-12	Cellfish Media LLC	BANDSINTOWN
85/672047	7-9-12	Cellfish Media LLC	H-APP