

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDeverywhere, Inc.		06/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2600591	EVERYCHARGE	
Registration Number:	2592287	MDEVERYWHERE	
Registration Number:	2742518	MD EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172390746		
Email:	kouimet@edwardswildman.com		
Correspondent Name:	Kristine L. Ouimet, Senior Paralegal		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	3H0359.0005		
NAME OF SUBMITTER:	Kristine L. Ouimet		

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Signature:	/Kristine L. Ouimet/
Date:	06/20/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 20, 2013, is among MDeverywhere, Inc., a Delaware corporation (the "Grantor"), and Hercules Technology Growth Capital, Inc., a Maryland corporation, as lender (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement of even date herewith, by and among the Grantor and the Lender (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, pursuant to the Loan Agreement, the Grantor granted to the Lender a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral (as defined in the Loan Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Loan Agreement) including the obligations of the Grantor under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due

but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered under seal by their respective authorized officer as of the date first above written.

GRANTOR:

MDEVERYWHERE, INC.

By: _____
Name: *Arjun Bilgen*
Title: *CEO*

LENDER:

**HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered under seal by their respective authorized officer as of the date first above written.

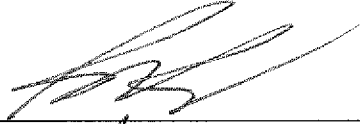
GRANTOR:

MDEVERYWHERE, INC.

By: _____
Name:
Title:

LENDER:

**HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.**

By:  _____
Name: *Ken By*
Title: *General Counsel*

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
EVERYCHARGE	2600591	07/30/2002 Renewed 02/20/2013	U.S.A.
MDEVERYWHERE	2592287	07/09/2002 Renewed 01/25/2013	U.S.A.
MD EVERYWHERE	2742518	07/29/2003	U.S.A.