

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
Snapfinger, Inc.	FORMERLY Project Falcon Acquisition Corp.	06/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85959348	RAPID RE-ORDER
Serial Number:	85959347	INTELLIGENT CUSTOMER ENGAGEMENT
Serial Number:	85959334	ICE
Serial Number:	78980053	LIVE ON THE GO
Serial Number:	77568945	
Serial Number:	77567949	SNAPPFINGER

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.reynolds@dlapiper.com
 Correspondent Name: DLA Piper LLP (US)
 Address Line 1: 4365 Executive Drive, Suite 1100

CH \$165.00 85959348

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 329034-411

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 07/16/2013

Total Attachments: 11

source=Snapfinger IPSA#page1.tif
source=Snapfinger IPSA#page2.tif
source=Snapfinger IPSA#page3.tif
source=Snapfinger IPSA#page4.tif
source=Snapfinger IPSA#page5.tif
source=Snapfinger IPSA#page6.tif
source=Merger Cert#page1.tif
source=Merger Cert#page2.tif
source=Merger Cert#page3.tif
source=Merger Cert#page4.tif
source=Merger Cert#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 18, 2013 by and between COMERICA BANK ("Bank") and PROJECT FALCON ACQUISITION CORP., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated October 7, 2008 (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

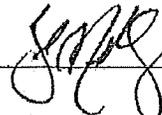
Address of Grantor:

10070 Mesa Rim Road
San Diego, CA 92121

Attn: Chief Executive Officer

GRANTOR:

PROJECT FALCON ACQUISITION CORP.

By: John Reading 
Title: CEO, EMNG

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

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.

GRANTOR:

Address of Grantor:

10070 Mesa Rim Road
San Diego, CA 92121

Attn: Chief Executive Officer

PROJECT FALCON ACQUISITION CORP.

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:  _____

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Mobile restaurant ordering system	13212905	8/18/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Rapid Re-Order	85959348	6/13/13
Intelligent Customer Engagement	85959347	6/13/13
ICE	85959334	6/13/13
LIVE ON THE GO	78980053	3/24/06
Design	77568945	8/12/08
SNAPFINGER	77567949	9/11/08

CERTIFICATE OF MERGER

Merging

Project Falcon Acquisition Corp.
(a Delaware corporation)

with and into

Snapfinger, Inc.
(a Delaware corporation)

Pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), Snapfinger, Inc., a Delaware corporation (the "Company"), does hereby certify the following information relating to the merger (the "Merger") of Project Falcon Acquisition Corp., a Delaware corporation ("Merger Sub"), with and into the Company, with the Company continuing as the surviving corporation of the Merger:

FIRST: That the name and state of incorporation of each of the constituent corporations that is a party to the Merger (the "Constituent Corporations") are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Project Falcon Acquisition Corp.	Delaware
Snapfinger, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger and Reorganization, dated as of June 7, 2013 (the "Merger Agreement"), by and among the parties to the Merger, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 251 and 228 of the DGCL.

THIRD: That the name of the surviving corporation of the Merger shall be Snapfinger, Inc. (the "Surviving Corporation").

FOURTH: That upon the effectiveness of the Merger, the Certificate of Incorporation of the Surviving Corporation, as originally filed with the Secretary of State of the State of Delaware on February 9, 2007, as amended and restated on March 14, 2007, as further amended and restated on January 27, 2010 and as further amended and restated on May 13, 2010, as amended November 23, 2010, January 26, 2011 and February 25, 2013 and as in effect immediately prior to the Merger, shall be amended and restated as set forth on **Exhibit A** hereto.

FIFTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of said principal place of business is 3025 Windward Plaza, Suite 150, Alpharetta, GA 30005.

SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation upon request and without cost to any stockholder of either Constituent Corporation.

SEVENTH: That this Certificate of Merger and the Merger provided for herein shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, Snapfinger, Inc. has caused this Certificate of Merger to be executed by an authorized officer on this 19th day of June, 2013.

SNAPFINGER, INC.

By: /s/ Jim Garrett
Jim Garrett
Chief Executive Officer and President

[SIGNATURE PAGE TO CERTIFICATE OF MERGER]

**TRADEMARK
REEL: 005070 FRAME: 0984**

EXHIBIT A

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SNAPPINGER, INC.**

ARTICLE 1

The name of the Corporation is Snapfinger, Inc. (the "Corporation").

ARTICLE 2

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, DE 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3

The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on by it are as follows: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE 4

The total number of shares of all classes of stock that the Corporation is authorized to issue is one hundred (100) shares of Common Stock with a par value of one tenth of one cent (\$0.001) per share.

ARTICLE 5

The Board of Directors is expressly authorized to adopt, amend and repeal the Bylaws of the Corporation.

The stockholders are expressly authorized to adopt, amend and repeal the Bylaws of the Corporation, by the affirmative vote of a majority of the outstanding shares entitled to vote thereon.

ARTICLE 6

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE 7

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of

them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Delaware General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Delaware General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE 8

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE 9

To the fullest extent permitted by Delaware statutory or decisional law, as amended or interpreted, no director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to, or modification or repeal of, this Article 9 shall adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such amendment, modification or repeal. This Article 9 does not affect the availability of equitable remedies for breach of fiduciary duties.