

08/14/2013



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05-10-2013

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Declaration to Revoke Recordation of Deed of Pledge	Reel/Frame 4982/0228
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HSBC Bank USA, N.A.		05/09/2013	national association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Air2Web, Inc.		
<b>Street Address:</b>	1230 Peachtree St. N.W.		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2585927	AIR2WEB	
Registration Number:	3870879	A	
Registration Number:	3934360	AIRCARE	
Registration Number:	3943628	A AIR2WEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7083838897		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	708-383-8801		
<b>Email:</b>	docket@merz-law.com, jwidmer@merz-law.com		
<b>Correspondent Name:</b>	Jennifer A. Widmer		
<b>Address Line 1:</b>	1010 Lake Street		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Oak Park, ILLINOIS 60301-1135		

OP \$115.00 2585927

TRADEMARK  
REEL: 005103 FRAME: 0092

900249522 03/14/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Deed of Pledge

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Air2Web, Inc.		11/09/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	HSBC Bank USA, N.A.
Street Address:	P.O. Box 2013
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	national association: UNITED STATES

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	2585927	AIR2WEB
Registration Number:	3870879	A
Registration Number:	3934360	AIRCARE
Registration Number:	3943628	A AIR2WEB

<b>CORRESPONDENCE DATA</b>	
Fax Number:	7083838897
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	708-383-8801
Email:	docket@merz-law.com, jwidmer@merz-law.com
Correspondent Name:	Mary Catherine Merz
Address Line 1:	1010 Lake Street
Address Line 2:	Suite 400
Address Line 4:	Oak Park, ILLINOIS 60301-1135

ATTORNEY DOCKET NUMBER:	23894
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OP \$115.00 2585927

NAME OF SUBMITTER:	Mary Catherine Merz
Signature:	/Mary Catherine Merz/
Date:	03/14/2013
<p>Total Attachments: 45</p> <p>source=23894.Deed of Pledge#page1.tif  source=23894.Deed of Pledge#page2.tif  source=23894.Deed of Pledge#page3.tif  source=23894.Deed of Pledge#page4.tif  source=23894.Deed of Pledge#page5.tif  source=23894.Deed of Pledge#page6.tif  source=23894.Deed of Pledge#page7.tif  source=23894.Deed of Pledge#page8.tif  source=23894.Deed of Pledge#page9.tif  source=23894.Deed of Pledge#page10.tif  source=23894.Deed of Pledge#page11.tif  source=23894.Deed of Pledge#page12.tif  source=23894.Deed of Pledge#page13.tif  source=23894.Deed of Pledge#page14.tif  source=23894.Deed of Pledge#page15.tif  source=23894.Deed of Pledge#page16.tif  source=23894.Deed of Pledge#page17.tif  source=23894.Deed of Pledge#page18.tif  source=23894.Deed of Pledge#page19.tif  source=23894.Deed of Pledge#page20.tif  source=23894.Deed of Pledge#page21.tif  source=23894.Deed of Pledge#page22.tif  source=23894.Deed of Pledge#page23.tif  source=23894.Deed of Pledge#page24.tif  source=23894.Deed of Pledge#page25.tif  source=23894.Deed of Pledge#page26.tif  source=23894.Deed of Pledge#page27.tif  source=23894.Deed of Pledge#page28.tif  source=23894.Deed of Pledge#page29.tif  source=23894.Deed of Pledge#page30.tif  source=23894.Deed of Pledge#page31.tif  source=23894.Deed of Pledge#page32.tif  source=23894.Deed of Pledge#page33.tif  source=23894.Deed of Pledge#page34.tif  source=23894.Deed of Pledge#page35.tif  source=23894.Deed of Pledge#page36.tif  source=23894.Deed of Pledge#page37.tif  source=23894.Deed of Pledge#page38.tif  source=23894.Deed of Pledge#page39.tif  source=23894.Deed of Pledge#page40.tif  source=23894.Deed of Pledge#page41.tif  source=23894.Deed of Pledge#page42.tif  source=23894.Deed of Pledge#page43.tif  source=23894.Deed of Pledge#page44.tif  source=23894.Deed of Pledge#page45.tif</p>	

**DECLARATION**

On March 14, 2013, a request for the recordation of the Deed of Pledge, attached hereto as Exhibit A, was filed for the following three trademark registrations (the "AIR2WEB Marks"):

Registration No. 2585927 for AIR2WEB;

Registration No. 3870879 for A Stylized;

Registration No. 3934360 for AIRCARE; and

Registration No. 3943628 for A AIR2WEB and Design.

The Notice of Recordation No. 900249522, Reel/Frame 4982/0228, issued on March 18, 2013 (attached as Exhibit B) ("Recordation No. 900249522").

On information and belief, Recordation No. 900249522 was made in error and is invalid because the Deed of Pledge does not apply to the AIR2WEB Marks. Further, on information and belief, Assignor, Air2Web, Inc., and Assignee, HSBC BANK USA, N.A., never intended the Deed of Pledge to be recorded against the AIR2WEB Marks.

By this Declaration, Assignor and Assignee hereby revoke Recordation No. 900249522 and invalidate any interest that was transferred thereby and affirm that Assignor has been and continues to be the owner of the AIR2WEB Marks.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made by his/her own knowledge are true; and all statement made on information and belief are believed to be true.



Dated: July 15, 2013

By: Jennifer A. Widmer  
MERZ & ASSOCIATES, P.C.  
Attorneys at Law  
1010 Lake Street, Suite 400  
Oak Park, Illinois 60301  
(708) 383-8801 (phone)  
(708) 383-8897 (fax)

EXHIBIT A

Execution Copy

**DEED OF PLEDGE  
OVER INTELLECTUAL PROPERTY RIGHTS**

in connection with a USD 50,000,000 Credit Agreement for  
Velti, Inc.  
Velti Plc  
Mobile Interactive Group Limited  
and  
Velti Mobile Platforms Limited

.....  
● **NautaDutilh**  
.....

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REEL: 005103 FRAME: 0097

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THIS DEED is dated 9 November 2012 and made between:

1. THE ENTITIES listed in Schedule 1 as Pledgors (the "Pledgors" and each a "Pledgor"); and
2. HSBC BANK USA, NATIONAL ASSOCIATION, in its capacity as security agent of the Secured Parties, as pledgee (the "Pledgee").

**WHEREAS**

- A. Each Pledgor has or will have monetary payment obligations to the Secured Parties under or in connection with the Loan Documents.
- B. The Pledgee acts as security agent for the benefit of the Secured Parties and, for the purpose of the creation of the rights of pledge in favour of the Pledgee in its capacity as security agent, each Pledgor will have monetary payment obligations to the Pledgee under or in connection with its Parallel Debt.
- C. The Parties have agreed that each Pledgor will create the rights of pledge in favour of the Pledgee as security for the monetary payment obligations of each Pledgor to the Pledgee under or in connection with its Parallel Debt.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions Credit Agreement**

Unless otherwise defined in this deed, capitalised words and expressions defined in the Credit Agreement have the same meanings when used in this deed.

**1.2. Definitions**

Capitalised terms used in this deed have the following meanings:

- |                                   |  |
|-----------------------------------|--|
| <b>"Clause"</b>                   | a clause in this deed.   |
| <b>"Collateral"</b>               | with respect to a Pledgor, all its IP Rights.  |
| <b>"Copyrights"</b>               | with respect to a Pledgor, all present and future copyrights of that Pledgor within the meaning of the Netherlands Copyrights Act ( <i>Auteurswet</i> ).                             |
| <b>"Corresponding Obligation"</b> | any present or future obligation of a Pledgor to pay an amount to the Secured Parties or any one or more of them, whether for principal, interest, costs, any overdraft or otherwise |



- (a) under or in connection with the Dutch Guarantee and the other Loan Documents (other than its Parallel Debt); and
- (b) in connection with any other indebtedness as the Parties may agree from time to time.

<b>"Credit Agreement"</b>	USD 50,000,000 credit agreement, dated 10 August 2012 among Velti, Inc., Velti Plc, Mobile Interactive Group Limited and Velti Mobile Platforms Limited as the borrowers, HSBC Bank USA, National Association as administrative agent and syndication agent and the other lenders party thereto.
<b>"Database Rights"</b>	with respect to a Pledgor, all present and future rights of that Pledgor in any database ( <i>databank</i> ) within the meaning of the Netherlands Database Act ( <i>Databankenwet</i> ).
<b>"Debtor"</b>	with respect to a Pledgor, each licensor with respect to its Licensee Rights, each licensee with respect to its Licensor Rights and the Stichting Internet Domeinregistratie Nederland with respect to its Internet Domain Names.
<b>"Designs"</b>	with respect to a Pledgor all <ul style="list-style-type: none"> <li>(a) drawings and designs registered or to be registered in the name of that Pledgor with validity in the Benelux;</li> <li>(b) Community designs registered or to be registered in the name of that Pledgor with validity in the European Union;</li> <li>(c) present and future unregistered Community designs of that Pledgor with validity in the European Union; and</li> <li>(d) to the extent not falling within any of the categories referred to above under (a), (b) and (c), international drawings and designs registered or to be registered in the name of that Pledgor with validity in the Benelux or the European Union,</li> </ul> <p>including, in each case, any application for the same.</p>
<b>"Dutch Guarantee"</b>	the Dutch guarantee agreement, dated 9 November 2012 among the Pledgors and the Pledgee.
<b>"Enforcement Event"</b>	with respect to a Pledgor an Event of Default which is

	continuing and which has resulted in a default within the meaning of section 3:248 NCC with respect to the payment of the Secured Obligations by that Pledgor.
<b>"Future Collateral"</b>	any Collateral other than Present Collateral.
<b>"Internet Domain Names"</b>	with respect to a Pledgor, all rights of that Pledgor to <.nl> internet domain names registered or to be registered in the name of that Pledgor.
<b>"IP Rights"</b>	with respect to a Pledgor, all its Copyrights, Database Rights, Designs, Internet Domain Names, Licensee Rights, Licensor Rights, Neighbouring Rights, Patents, Trade Marks and Trade Names.
<b>"License Claims"</b>	with respect to a Pledgor, all Licensee Rights and Licensor Rights of that Pledgor.
<b>"Licensee Rights"</b>	with respect to a Pledgor all present and future permissions of that Pledgor of any kind whatsoever, whether or not registered or in writing, granted or to be granted by any person or legal entity entitling that Pledgor to use any intellectual property or related right owned by (or licensed to) that person or legal entity in the course of that Pledgor's business, whether or not in return for any financial or other reimbursement.
<b>"Licenses"</b>	with respect to a Pledgor, all present and future permissions of that Pledgor of any kind whatsoever, whether or not registered or in writing, granted or to be granted by it to any person or legal entity entitling that person or legal entity to use any of its IP Rights, whether or not in return for any financial or other reimbursement.
<b>"Licensor Rights"</b>	with respect to a Pledgor, all present and future rights of that Pledgor to receive payment of an amount or other reimbursement/consideration under or arising from any License.
<b>"NCC"</b>	the Netherlands Civil Code.
<b>"Neighbouring Rights"</b>	with respect to a Pledgor, all present and future neighbouring rights of that Pledgor within the meaning of the Dutch Neighbouring Rights Act ( <i>Wet op de naburige rechten</i> ).

- "Party"** a party to this deed.
- "Patents"** with respect to a Pledgor, all
- (a) NL and EU patents registered or to be registered in the name of that Pledgor with validity in the Netherlands and the Netherlands Antilles; and
  - (b) present and future applications of that Pledgor for a right referred to under (a) as well as its entitlements (*aanspraken*) to such rights.
- "Pledge Confirmation"** a written notification to the relevant intellectual property register substantially in the form of Schedule 3 or any other form the Pledgee may deem appropriate.
- "Present Collateral"** with respect to a Pledgor, all IP Rights which are granted to or by, acquired, held by, registered and/or applied for by, or in the name of, that Pledgor before or on the date of this deed or, in the case of a Supplemental Pledge Deed, on the date of signing of that deed.
- "Schedule"** a schedule to this deed.
- "Secured Obligations"** with respect to a Pledgor all obligations (whether present or future, actual or contingent) by that Pledgor to the Pledgee under or in connection with Clause 4 (*Parallel Debt*) of this deed.
- "Supplemental Pledge Deed"** a deed of pledge substantially in the form set out in Schedule 2 or any other form the Pledgee may deem appropriate.
- "Trade Marks"** with respect to a Pledgor, all
- (a) trade marks registered or to be registered in the name of that Pledgor with validity in the Benelux,
  - (b) Community trade marks registered or to be registered in the name of that Pledgor with validity in the European Union, and
  - (c) to the extent not falling within any of the categories referred to under (a) and (b), international trade marks registered or to be registered in the name of that Pledgor with validity in the Benelux or the European Union,

including in each case, any application for the same and including but not limited to the trade marks listed in Schedule 4.

**"Trade Names"** with respect to a Pledgor, all present and future names under which that Pledgor conducts its business in the Netherlands, including but not limited to the names listed in Schedule 4.

### 1.3. Construction

- (a) This deed is entered into between the Pledgee on the one hand and each of the Pledgors on the other hand for efficiency purposes and shall be construed so as to constitute a separate pledge agreement between each Pledgor on the one hand and the Pledgee on the other hand. Once this deed is signed by the Pledgee, it will become effective between the Pledgee on the one hand and each Pledgor who signs this deed on the other hand irrespective whether all Pledgors have at such time signed this deed.
- (b) A reference to any "Collateral" is a reference to that Collateral in whole or in part and includes all rights attached to such Collateral, including dependent rights and ancillary rights.
- (c) A reference to the "Credit Agreement", the "Dutch Guarantee" and any other "Loan Document" or to any agreement or document (under whatever name) is a reference to such agreement or document as it may have been or be amended, supplemented or otherwise modified from time to time, including without limitation by way of increase, reduction, alteration of the purpose or other amendment of the facilities made available under it, addition of new facilities, any rescheduling of indebtedness incurred thereunder, accession or retirement of the parties to that document or any combination of the foregoing.
- (d) A reference to a "Party" is also a reference to any successor or assignee of that Party.
- (e) A reference to the "registration" of this deed with the Tax Authorities and a reference to "register" with the Tax Authorities is a reference to the presentation of a copy thereof for registration of this deed to any office of the Tax Authorities of the Netherlands providing registration services. A Reference to the "registration" of this deed with an IP-register and a reference to "register" with an IP-register is a reference to the presentation for registration of this deed to any relevant authority for the registration of intellectual property rights (also including, for the avoidance of doubt, internet domain names) and/or any other (governmental) authority.
- (f) A reference to an authority to "collect" any Collateral is a reference to the

collection of monetary payment obligations (to the extent the Collateral consists of rights to receive payment of an amount) and to the collection of other obligations (to the extent the Collateral consists of rights other than rights to receive payment of an amount). A reference to an authority to "collect" Collateral is also a reference to a right or authority to demand, by legal proceedings or otherwise, payment by the Debtor of that Collateral.

- (g) A reference to "this deed" is, unless the context requires otherwise, also a reference to any Supplemental Pledge Deed and any Pledge Confirmation.
- (h) A reference to a "right of pledge" is, unless the context requires otherwise, a reference to a right of pledge purported to be created under this deed by each Pledgor over each individual asset falling within the scope of the definition of Collateral of that Pledgor.
- (i) A reference to (a right in respect of) any Collateral of a Pledgor which constitutes common property (*gemeenschap*) of that Pledgor and one or more other Pledgors or third parties is a reference to the share (*aandeel*) only of that Pledgor in that common property.
- (j) A reference to a "default" with respect to the payment of the Secured Obligations is a reference to any non-payment of the Secured Obligations when due, without any reminder letter or notice of default being required.
- (k) An Event of Default is "continuing" if it has not been waived by the Secured Party authorised to do so.
- (l) The "Secured Obligations" are deemed not to include any obligation to the extent that, if included, the security granted pursuant to this deed or any part thereof would constitute a violation of the prohibition on financial assistance within the meaning of section 2:207c NCC.
- (m) English language words used in this deed intend to describe Netherlands legal concepts only and the consequences of the use of those words in English law or any other foreign law are to be disregarded.

## 2. AGREEMENT, CREATION AND REGISTRATION OF PLEDGE

### 2.1. Agreement to pledge Collateral

As security for the payment when due of its Secured Obligations each Pledgor agrees with the Pledgee to grant to the Pledgee a right of pledge over its Collateral.

### 2.2. Creation of pledge over Collateral

As security for the payment when due of its Secured Obligations each Pledgor, as the case may be in advance, hereby grants to the Pledgee a right of pledge over its

Collateral. The Pledgee, as the case may be in advance, hereby accepts this right of pledge.

**2.3. Creation and confirmation of pledge over Future Collateral**

- (a) Each Pledgor will sign a Supplemental Pledge Deed in connection with one or more additional:
- (i) Licensee Rights granted to that Pledgor;
  - (ii) Licensor Rights granted by that Pledgor;
  - (iii) Internet Domain Names registered in the name of that Pledgor,
- in each case within five Business Days of granting such additional Licensee Right(s) or Licensor Right(s) respectively the registration of such additional Internet Domain Name(s).
- (b) Within five Business Days upon first request of the Pledgee, each Pledgor will sign a Pledge Confirmation with respect to the Future Collateral listed in an updated overview as referred to in Clause 5.1 and otherwise in such manner and form as the Pledgee, in its sole discretion, may deem appropriate and will provide the Pledgee with a copy of such signed Pledge Confirmation without delay. To the extent the Pledgee, in its sole discretion, is of the opinion that this deed does not already create a valid right of pledge over such Future Collateral, the relevant Pledgor will sign a Supplemental Pledge Deed within five Business Days upon first request thereto by the Pledgee and will provide the Pledgee with a copy of such signed Supplemental Pledge Deed without delay.
- (c) The Pledgee hereby in advance accepts each such right of pledge to be created in the future in accordance with this Clause 2.3 (*Creation and confirmation of pledge over Future Collateral*).

**2.4. Registration of pledge**

- (a) The Pledgee will within two Business Days upon signing of this deed register this deed with the Tax Authorities.
- (b) Each Pledgor will immediately upon signing of this deed and the signing of each Supplemental Pledge Deed and in any event no later than two Business Days after the signing of this deed and each Supplemental Pledge Deed send a notice within the meaning of section 3:94 NCC to each Debtor.
- (c) Each Pledgor will immediately upon signing of this deed and in any event no later than two Business Days after the date of this deed present the integral deed (or, alternatively, a signed Pledge Confirmation) for registration or, where appropriate, request recordal of the rights of pledge in each relevant IP-register and will provide the Pledgee with a copy of the corresponding requests, as well as with the proof of the registration(s) without delay.

- (d) Each Pledgor will register each Supplemental Pledge Deed and each Pledge Confirmation with the Tax Authorities and will present it for registration or, where appropriate, recordal in the relevant IP-registers on the date of signing thereof and will provide the Pledgee with a copy of the corresponding requests, as well as with the proof of the registration without delay.
- (e) The Pledgee in its sole discretion may decide to effect any registration with the relevant IP-registers. Each Pledgor irrevocably authorises the Pledgee to register this deed, any Supplemental Pledge Deed and any Pledge Confirmation on behalf of the Pledgors with any relevant IP-register.

### 2.5. Pledge over other intellectual property rights

In addition to the other rights granted hereunder and to the extent any intellectual property right (for the avoidance of doubt including internet domain names and licenses concerning intellectual property rights) granted to or by, acquired, held by, registered and/or applied for by, or in the name of, a Pledgor before or on the date of this deed or after the date of this deed does not fall within the definition of Collateral for geographical and/or other reasons, each Pledgor, as the case may be in advance, hereby grants to the Pledgee a right of pledge over such right (including but not limited to the intellectual property rights listed in Schedule 5 to this deed, other than listed in Schedule 4 to this deed). The Pledgee, as the case may be in advance, hereby accepts these rights of pledge. Each right of pledge purported to be created under this Clause 2.5 (*Pledge over other intellectual property rights*) is in addition to and without prejudice to any other right of pledge created under this deed.

## 3. REPRESENTATIONS AND WARRANTIES

### 3.1. Representations and warranties

Each Pledgor represents and warrants to the Pledgee that

- (a) it has full title to its Collateral to the extent acquired prior to the moment of this representation and it has full power to dispose of and encumber that Collateral;
- (b) except as permitted under the Loan Documents, its Collateral is not subject to any limited right or other encumbrance and no offer has been made or agreement entered into to transfer or encumber, whether or not in advance, its Collateral and no attachment has been levied on its Collateral;
- (c) its Licensee Rights are freely transferable and may be made subject to the rights of pledge;
- (d) it has not granted any Licenses nor been granted any Licensee Rights or notified to the Pledgee pursuant to Clause 5.1 or 5.2;
- (e) its Collateral is not subject to any actual or imminent legal proceeding and/or

other dispute; and

- (f) the execution and performance of this deed does not violate any agreement or other legal relationship to which it is a party.

**3.2. Times when representations made**

The representations and warranties in Clause 3.1 (*Representations and warranties*) are deemed to be repeated by each Pledgor on each day an asset falling within the scope of the definition of Collateral is granted to or by, acquired, held by, registered and/or applied for by, or in the name of, that Pledgor and on each day on which an overview or other information pursuant to Clause 5.1 or 5.2 is provided.

**4. PARALLEL DEBT**

- (a) For the purpose of ensuring the validity and enforceability of the rights of pledge, each Pledgor hereby irrevocably and unconditionally undertakes to pay to the Pledgee an amount equal to the aggregate amount due by that Pledgor in respect of its Corresponding Obligations from time to time. The payment undertaking of each Pledgor under this Clause 4 (*Parallel Debt*) is to be referred to as its "Parallel Debt".
- (b) The Parallel Debt of each Pledgor will be payable in the currency or currencies of its Corresponding Obligations and will become due and payable as and when and to the extent one or more of its Corresponding Obligations become due and payable. An Event of Default in respect of the Corresponding Obligations shall constitute a default (*verzuim*) within the meaning of section 3:248 NCC with respect to the Parallel Debt without any notice being required.
- (c) Each Pledgor and the Pledgee hereby acknowledge that:
- (i) the Parallel Debt of that Pledgor constitutes an undertaking, obligation and liability to the Pledgee which is separate and independent from, and without prejudice to, the Corresponding Obligations of that Pledgor; and
- (ii) the Parallel Debt of that Pledgor represents the Pledgee's own separate and independent claim to receive payment of that Parallel Debt from that Pledgor,

it being understood, in each case, that the amount which may become payable by a Pledgor as its Parallel Debt shall never exceed the total of the amounts which are payable under or in connection with the Corresponding Obligations of that Pledgor.

- (d) To the extent the Pledgee irrevocably receives any amount in payment of a Parallel Debt of a Pledgor, the Pledgee shall distribute such amount among the



Secured Parties who are creditors of the Corresponding Obligations of that Pledgor in accordance with the terms of the Credit Agreement, as if such amount was received by the Pledgee in payment of the Corresponding Obligation to which it corresponds. Upon irrevocable receipt by a Secured Party of any amount on a distribution by the Pledgee in respect of a payment on a Parallel Debt, the Corresponding Obligation to which the Parallel Debt corresponds shall be reduced by the same amount.

- (e) For the purpose of this Clause 4 (*Parallel Debt*) but subject to paragraph (d) above the Pledgee acts in its own name and on behalf of itself and not as agent, representative or trustee of any other Secured Party, and its claims against a Pledgor under this Clause 4 (*Parallel Debt*) shall not be held on trust.

## 5. UNDERTAKINGS

### 5.1. Updated overview of IP Rights

Within five Business Days after the end of each calendar quarter, each Pledgor shall provide the Pledgee with an updated overview in the form of Schedule 4 of all IP Rights granted to or by, acquired, held by, registered and/or applied for by, or in the name of, that Pledgor before or on that date.

### 5.2. Information

At the Pledgee's first reasonable request and in such form as the Pledgee may designate, a Pledgor must provide all information, evidence and documents relating to its Collateral which the Pledgee may deem necessary to exercise its rights under this deed. This includes the Pledgee's right to request that a Pledgor, whether or not together with each Supplemental Pledge Deed and/or a copy of each Pledge Confirmation and proof of registration(s) thereof, provides the Pledgee, in the form of Schedule 4 or such other form as the Pledgee may designate, with an overview specifying all its IP Rights granted to or by, acquired, held by, registered and/or applied for by, or in the name of, that Pledgor before or on that date. This overview shall in each case (on its face or in a document attached to it) specify with respect to that Pledgor:

- (a) where relevant, the application/registration number and expiry date of each of the IP Rights;
- (b) a description of each of the IP Rights;
- (c) the name of the owner/entitled user of each of the IP Rights;
- (d) the name and address of each Debtor; and
- (e) any other information the Pledgee may reasonably request.

### 5.3. Specific Undertakings

- (a) Each Pledgor will take all actions, including paying maintenance, renewal, registration and other applicable fees, monitoring prosecution, defending against third parties, commencement of legal proceedings and other relevant proceedings, making normal and commercial adequate use of its Trade Marks in conformity with the registration thereof and all other actions necessary to keep its Collateral in force and valid worldwide and will do nothing to jeopardise its Collateral now or in the future.
- (b) Each Pledgor will upon receipt forward to the Pledgee all material notices and other documents relating to the IP Rights received by that Pledgor to the extent that the value of any of the IP Rights and/or the security rights created or to be created pursuant to this deed could be materially adversely affected.
- (c) At the first request of the Pledgee, a Pledgor will immediately notify any third party of the rights of pledge.
- (d) No Pledgor will, whether directly or indirectly, in the Benelux respectively the European Union, use, apply for or register any sign as a trade mark that under Benelux respectively European Union laws and in the reasonable opinion of the Pledgee, is identical or similar to any of the Trade Marks pledged hereunder, unless it would not materially adversely affect the overall value of the IP Rights with the exclusion of a Pledgor's right to use its Trade Marks in the normal course of its business and timely maintain and renew these Trade Marks.
- (e) Upon first request of the Pledgee, each Pledgor will provide the Pledgee with a data carrier, in such form as the Pledgee will request, on which the Copyrights are stored, and to the extent the Copyrights relate to software, including but not limited to all relevant source codes.
- (f) Upon first request of the Pledgee, each Pledgor will provide the Pledgee with all such data and movables, including but not limited to computers, computer files and software as the Pledgee may reasonably deem necessary to have access to the Copyrights.
- (g) So long as the Collateral of a Pledgor will be subject to the rights of pledge, that Pledgor will retain evidence of the genuine use made of its Trade Marks. This evidence includes, but is not limited to, samples of product packaging, promotional material and copies of invoices to customers with the Trade Mark. Each Pledgor shall provide the Pledgee with this evidence of use upon the Pledgee's first request.
- (h) No Pledgor will lend, lease, license or otherwise grant any right in relation to any of its IP Rights without the Pledgee's prior written consent.

- (i) Velti Netherlands B.V. will, within 10 Business Days upon signing of this deed, update the relevant IP registers to reflect the change of name from Mobile Interactive Group Netherlands B.V. to Velti Netherlands B.V. and provide the Pledgee with proof of registration immediately upon receipt.

**5.4. Further assurances**

At the Pledgee's first request, a Pledgor shall at its own expense execute any further encumbrances and assurances in favour of, or for the benefit of, the Pledgee and perform all acts as the Pledgee may reasonably deem necessary to create, perfect or protect the rights of pledge purported to be created by that Pledgor or to exercise or have the full benefit of its rights under or in connection with this deed (including the right to enforce these rights).

**6. AUTHORITY TO COLLECT AND NOTIFY**

**6.1. Collection of Licensor Rights by Pledgee**

Upon the occurrence of an Event of Default which is continuing, the Pledgee may notify one or more Debtors of one or more Pledgors of the rights of pledge created under this deed. After a notice referred to in the preceding sentence has been given to a Debtor of a Pledgor, the Pledgee is authorised to collect the Licensor Rights relating to that Debtor and to enter into compromises, settlements and other agreements with that Debtor, to grant discharge in respect of that Collateral and to exercise all other rights of that Pledgor in connection with that Collateral (including calling in that Collateral). Each Pledgor hereby waives its rights under section 3:246(4) NCC and the Pledgee hereby accepts these waivers.

**6.2. Collection by Pledgor**

Until the notice referred to in Clause 6.1 (*Collection of Licensor Rights by Pledgee*) has been given, each Pledgor is entitled to collect its Licensor Rights. To the extent Collateral consists of rights to receive payment of an amount, that Collateral must be collected by that Pledgor into a bank account that is subject to a security right in favour of the Pledgee.

**7. IMMEDIATE FORECLOSURE**

- (a) Upon the occurrence of an Enforcement Event with respect to a Pledgor the Pledgee may, without any further notice of default or other notice being required, sell the Collateral of that Pledgor (in any order as the Pledgee in its sole discretion may deem appropriate) in accordance with applicable law and have recourse against any Collateral collected pursuant to Clause 6.1 (*Collection of Licensor Rights by Pledgee*).
- (b) No Pledgor shall be entitled to file a request with an interim provisions judge to request that its Collateral be sold in a deviating manner as provided for in section

3:251 NCC.

- (c) The Pledgee shall not be obliged to give notice of an intended sale as provided for in section 3:249 NCC, and the Pledgee shall not be obliged to give the notice following the sale as provided for in section 3:252 NCC.
- (d) The Pledgee is not obliged to first foreclose on any other security right created under or in connection with the Loan Documents.

#### 8. APPLICATION OF PROCEEDS

The Pledgee will apply the proceeds from the sale or the collection of and recourse against any Collateral towards satisfaction of the relevant Secured Obligations in accordance with the relevant provisions of the Loan Documents, subject to mandatory provisions of Netherlands law.

#### 9. CANCELLATION

The Pledgee is entitled to cancel any right of pledge under this deed in whole or in part by notice in writing to the relevant Pledgor within the meaning of section 3:81(2) under d NCC.

#### 10. LIABILITY

The Pledgee is not liable to any Pledgor for any loss or damage arising from any exercise of, or failure to exercise, its rights under this deed, except for gross negligence or wilful misconduct of the Pledgee.

#### 11. COSTS

The Pledgee may charge all costs, losses, claims and expenses of whatever nature (including legal fees) incurred by it in connection with this deed in accordance with the Credit Agreement.

#### 12. POWER OF ATTORNEY

Each Pledgor grants to the Pledgee an irrevocable power of attorney with the power of sub-delegation to perform all acts, including acts of disposition (*beschikkingshandelingen*) on behalf of that Pledgor which in the sole opinion of the Pledgee are necessary in order to (i) create or perfect the rights of pledge purported to be created under this deed by that Pledgor and/or (ii) to have the full benefit of those rights (including performing any of that Pledgor's obligations under this deed and exercising any of that Pledgor's rights to and in connection with the Collateral). The Pledgee may act as counterparty of a Pledgor even in the event of a conflict of interest. Each Pledgor hereby waives its rights under section 3:68 NCC. The Pledgee shall only

use this power of attorney if the relevant Pledgor fails to comply with any of its obligations under or in connection with this deed or an Event of Default has occurred which is continuing.

### 13. MISCELLANEOUS

#### 13.1. No nullification, rescission or suspension

To the extent permitted by law, each Pledgor hereby waives any right it may have at any time:

- (a) under sections 6:228 or 6:265 NCC or any other ground (under any applicable law) to nullify or rescind, or demand in legal proceedings the nullification or rescission of this deed; and
- (b) under sections 6:52, 6:262 or 6:263 NCC or any other ground (under any applicable law) to suspend any obligation under or in connection with this deed.

#### 13.2. Transfer of rights and obligations

- (a) No Pledgor may transfer any of its rights or obligations or its contractual relationship under or in connection with this deed without the prior written consent of the Pledgee.
- (b) The Pledgee may transfer its rights and obligations under or in connection with this deed by an assignment, assumption of debt or transfer of contractual relationship. Each Pledgor in advance irrevocably consents to and provides its cooperation with any such assumption of debt and/or transfer of contractual relationship, as the case may be.
- (c) Upon a transfer by the Pledgee of any rights in respect of the Secured Obligations the transferee will become entitled to the rights of relevant pledge or to a corresponding undivided part thereof, as the case may be.
- (d) The Pledgee is entitled to provide any transferee or proposed transferee with any information concerning any Pledgor and/or the Collateral.

#### 13.3. Notice

Any notice or other communication under or in connection with this deed must be made in accordance with the Credit Agreement.

#### 13.4. Records and calculations of the Pledgee

The books and records maintained by the Pledgee and any calculation or determination by the Pledgee of the existence and the amount of the Secured Obligations, are *prima facie* evidence (*dwingend bewijs*) of the existence and the amounts of the Secured Obligations and other matters to which they relate.

**13.5. Partial Invalidity**

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable with respect to a Pledgor in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions with respect to that Pledgor and with respect to any other Pledgor nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**13.6. Amendment**

This deed may only be amended by a written agreement.

**13.7. No Implied Waiver and no Forfeiture**

- (a) Any waiver under this deed must be given by written notice to that effect.
- (b) Where the Pledgee does not exercise any right under or in connection with this deed (which includes the granting by the Pledgee to a Pledgor of an extension of time in which to perform its obligations under any of these provisions), this is not deemed to constitute a waiver of that right and does not lead to forfeiture of that right of the Pledgee under this deed.
- (c) The rights of the Pledgee under this deed are not deemed to constitute a waiver of any other right the Pledgee may have under Netherlands law or any other applicable law. In case of a conflict of the rights of the Pledgee under this deed and the rights of the Pledgee under Netherlands law or any other applicable law, the provisions of this deed will apply.

**13.8. Conflict**

This deed has been entered into pursuant to the provisions of the Credit Agreement and is subject to all terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this deed and the provisions of the Credit Agreement, the rights and obligations of the Parties will be governed by the provisions of the Credit Agreement unless this would lead to the validity of the security rights created under or pursuant to this deed being affected in which case the provisions of this deed will prevail.

**14. GOVERNING LAW AND JURISDICTION**

- (a) This deed is governed by the laws of the Netherlands (including for the avoidance of doubt paragraph (c) of this Clause 14 (*Governing Law and Jurisdiction*) and the obligation of each Pledgor to create the rights of pledge set out in Clause 2.1 (*Agreement to pledge Collateral*) even if such obligation may be governed by any other law pursuant to any other Loan Document).
- (b) If a Party incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this deed or any other

deed, agreement or document referred to in this deed or made pursuant to this deed, it is hereby expressly acknowledged and accepted by the other Parties that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his authority shall be governed by the laws of the Netherlands.

- (c) The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute"). This paragraph (c) is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

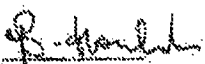
This deed has been entered into on the date stated at the beginning of this deed and may be signed in any number of counterparts and by way of exchange of pdf or facsimile copies of signed signature pages, all of which taken together shall constitute one and the same deed.


[signature page follows]

**SIGNATURES**

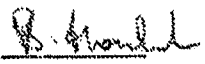
**THE PLEDGORS**


**VELTI NETHERLANDS B.V.**

  
By : J. R. Meunier  
Title : General Manager

  
By : J. R. Meunier  
Title : Sif

**MOBILE INTERACTIVE GROUP HOLDINGS (NETHERLANDS) B.V.**

  
By : J. R. Meunier  
Title : General Manager

  
By : J. R. Meunier  
Title : Sif

**THE PLEDGEE**

**HSBC BANK U.S.A., NATIONAL ASSOCIATION**

By :  
Title :

By :  
Title :

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SIGNATURES

THE PLEDGORS

VELTI NETHERLANDS B.V.

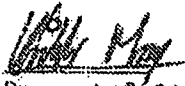
By : \_\_\_\_\_ By : \_\_\_\_\_  
Title : \_\_\_\_\_ Title : \_\_\_\_\_

MOBILE INTERACTIVE GROUP HOLDINGS (NETHERLANDS) B.V.

By : \_\_\_\_\_ By : \_\_\_\_\_  
Title : \_\_\_\_\_ Title : \_\_\_\_\_

THE PLEDGEE

HSBC BANK U.S.A., NATIONAL ASSOCIATION

  
By : CHRISTOPHER MABLE By : \_\_\_\_\_  
Title : VICE PRESIDENT Title : \_\_\_\_\_

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**SCHEDULE 1  
THE PLEDGORS**

**THE PLEDGORS**

**VELTI NETHERLANDS B.V.**

**MOBILE INTERACTIVE GROUP HOLDINGS (NETHERLANDS) B.V.**

**SCHEDULE 2  
FORM OF SUPPLEMENTAL PLEDGE DEED**

**HSBC Bank USA, National Association**

Address : [REDACTED]  
 Fax number : [REDACTED]  
 Attn. : [REDACTED]

[insert date]

Dear Sir/Madam,

Reference is made to the Deed of Pledge over Intellectual Property Rights between, among others, the Pledgee (as defined in that deed) and the undersigned, dated 9 November 2012 (the "Deed").

1. The provisions of the Deed apply *mutatis mutandis* to this deed and are included in this deed by means of cross-reference. Capitalised terms in this deed have the meanings ascribed to them in the Deed.
2. This is a Supplemental Pledge Deed and a Loan Document.
3. We hereby inform you that on [insert date] additional IP Rights, particulars of which are set forth in the annex to this deed (the "Additional IP Rights") have been granted to or by us or acquired, held by, registered and/or applied for by us or in our name.
4. As security for the payment when due of our Secured Obligations we hereby create, as the case may be in advance, in favour of the Pledgee a right of pledge on the Additional IP Rights.
5. The Additional IP Rights will be deemed to constitute Collateral and, to the extent the Additional IP Rights consist of License Claims or Internet Domain Names, the debtors of such rights will be deemed to constitute Debtors.
6. We repeat the representations and warranties set out in Clause 3 (*Representations and warranties*) of the Deed.
7. In accordance with all requirements of Clause 2.4 (*Registration of pledge*) of the Deed to the extent they apply to the Additional IP Rights we will immediately upon signing of this Supplemental Pledge Deed register this deed with the Tax Authorities, will present it (or, alternatively, a Pledge Confirmation) for registration (or where appropriate request recordal) in the relevant IP-registers and will provide the Pledgee with a copy of the corresponding requests, as well as with proof of the registration(s) of this deed and any Pledge Confirmation without delay. The Pledgee may in its sole discretion decide to

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register this Supplemental Pledge Deed with the Tax Authorities and each relevant IP-register.

- 3. To the extent the Additional IP Rights consist of License Claims and Internet Domain Names we will notify each of the Debtors thereof in accordance with Clause 2.4 of the Deed.

Yours faithfully,  
*insert name of (relevant) Pledgor(s)*

-----  
By :  
Title :

-----  
By :  
Title :

**Annex to Supplemental Pledge Deed  
Details of IP Rights**

**Copyrights**

**Velti Netherlands B.V.:**

<b>Work</b>

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

<b>Work</b>

**Database Rights**

**Velti Netherlands B.V.:**

<b>Database Right</b>

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

<b>Database Right</b>

**Designs**

**Velti Netherlands B.V.:**

<b>Design</b>	<b>Type</b>	<b>Reg./App. No. (if applicable)</b>
	(EX/ED/INT)	

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

<b>Design</b>	<b>Type</b>	<b>Reg./App. No. (if applicable)</b>
	(EX/ED/INT)	

**Internet Domain Names**

**Velti Netherlands B.V.:**

<b>Internet Domain Name</b>
<[.nl]>

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

<b>Internet Domain Name</b>
<[ ] .nl>

**Licensee Rights and Licenses**

**Velti Netherlands B.V.:**

licensor	licensee	date agreement	name agreement

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

licensor	licensee	date agreement	name agreement

**Licensor Rights and Licenses**

**Velti Netherlands B.V.:**

licensor	licensee	date agreement	name agreement

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

licensor	licensee	date agreement	name agreement

**Neighbouring Rights**

**Velti Netherlands B.V.:**

<b>Description</b>

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

<b>Description</b>

**Patents**

**Velti Netherlands B.V.:**

Patent	Type	Reg./App. No.

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	[E/NI]	
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**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Patent	Type	Reg./App. No.
	[E/NI]	

**Trade Marks**

**Velti Netherlands B.V.:**

Trade Mark	Type	Reg./App. No.
	[B/EU/INT]	

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Trade Mark	Type	Reg./App. No.
	[B/EU/INT]	

**Trade Names**

**Velti Netherlands B.V.:**

Entity	Trade Names

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Entity	Trade Names

**SCHEDULE 3  
FORM OF PLEDGE CONFIRMATION**

[insert name of relevant register]  
[insert address]  
[insert place]

[insert date]

Dear Sir/Madam,

**Confirmation of Pledge of IP Rights**

We hereby inform you that pursuant to a Deed of Pledge over Intellectual Property Rights dated 9 November 2012 (the "Deed") we have created a right of pledge on all of our present and future IP Rights as defined in the Deed in favour of HSBC Bank USA, National Association (the "Pledgee").

[We have intellectual property rights registered in your register, particulars of which are set forth in the annex to this letter. We kindly request you to have the rights of pledge over these intellectual property rights pursuant to the Deed recorded in your register as soon as possible.]\*

[This is to confirm that on [insert date] we have acquired intellectual property rights, particulars of which are set forth in the annex to this letter. We hereby confirm that these intellectual property rights are subject to the rights of pledge in favour of the Pledgee pursuant to the Deed and request you kindly to have these rights of pledge recorded in your register as soon as possible.]\*\*

Yours sincerely,

[insert name of relevant Pledgor]  
with corporate seat at [insert corporate seat of relevant Pledgor(s)]  
and registered office at [insert place of registered office of relevant Pledgor(s)]

.....  
By :  
Title :

.....  
By :  
Title :

\* please use this option in case of first registration after signing of the Deed  
\*\* please use this option in case of registration of future collateral



## ANNEX TO FORM OF PLEDGE CONFIRMATION

Designs**Velti Netherlands B.V.:**

Design	Type	Reg./App. No. (if applicable)
	[B/EU/INT]	

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Design	Type	Reg./App. No. (if applicable)
	[B/EU/INT]	

Internet Domain Names**Velti Netherlands B.V.:**

Internet Domain Name
< .nl>

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Internet Domain Name
< .nl>

Licensee Rights and Licenses**Velti Netherlands B.V.:**

licensor	licensee	date agreement	name agreement

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

licensor	licensee	date agreement	name agreement

Licensor Rights and Licenses**Velti Netherlands B.V.:**

licensor	licensee	date agreement	name agreement

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

licensor	licensee	date agreement	name agreement

**Neighbouring Rights****Velti Netherlands B.V.:**

Description

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Description

**Patents****Velti Netherlands B.V.:**

Patent	Type	Reg./App. No.
	[EU/NL]	

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Patent	Type	Reg./App. No.
	[EU/NL]	

**Trade Marks****Velti Netherlands B.V.:**

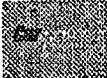
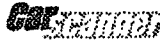

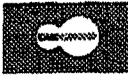






Trade Mark	Type	Reg./App. No.
	[BX/EU/INT]	

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Trade Mark	Type	Reg./App. No.
	[BX/EU/INT]	

**SCHEDULE 4**  
**LIST OF IP RIGHTS AND RELEVANT DETAILS**

**Trade Marks****Velti Netherlands B.V.:**

Trade Mark	Type	Reg./App. No.
	BX	<u>0866869</u>
	BX	<u>0866870</u>
	BX	<u>0866868</u>
	BX	<u>0905137</u>
	BX	<u>0798345</u>
	BX	<u>0861490</u>
	BX	<u>0862764</u>
	EU	<u>8278509</u>
	EU	<u>8278665</u>
	IR (designating EU)	<u>1033447</u>

**Trade Names****Velti Netherlands B.V.:**

Entity	Trade Names
Velti Netherlands B.V.	Velti Netherlands B.V.
	Velti Netherlands

**Mobile Interactive Group Holdings (Netherlands) B.V.:**

Entity	Trade Names
Mobile Interactive Group Holdings (Netherlands) B.V.	Mobile Interactive Group Holdings (Netherlands) B.V.

**SCHEDULE 5  
LIST OF OTHER INTELLECTUAL PROPERTY RIGHTS**

**(i) United States Patents and Patent Applications**

<b>Title</b>	<b>Owner</b>	<b>Type</b>	<b>App. or Pat. No.</b>	<b>Expiration Date (Subject to any PTA)</b>
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Patent	8,099,316	July 9, 2028
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Patent	8,099,317	July 9, 2028
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Patent	8,099,318	July 9, 2028
Insertion of Digital Media	Velti Inc.	Patent	7,992,165	February 13, 2027
Mid-Roll Insertion of Digital Media	Velti Inc.	Patent	7,962,933	March 30, 2027
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Patent	8,160,916	July 9, 2028
Mobile Device Marketing and Advertising Platforms, Methods, and	Velti plc	Application	12/771,911	N/A

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Systems				
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Application	12/771,893	N/A
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Application	12/363,500	N/A
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Application	12/363,561	N/A
Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Velti plc	Application	13/350,263	N/A
Systems, Methods, And Devices For Message Based Gameplay	Velti Mobile Platforms Limited	Application	61/514,276	N/A
Collaborative System for Managing Ads Transmitted to Access Devices	Velti Inc.	Application	11/697,585	N/A
Dynamic Ad Insertion System	Velti Inc.	Application	11/697,619	N/A
Targeting Contextual Advertisements to Mobile Device Users	Velti Inc.	Application	11/966,925	N/A
Transparent Insertion of	Velti Inc.	Application	12/116,961	N/A

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Multimedia Content in Real-Time Streaming Sessions				
Mobile Ad Routing	Velti Inc.	Application	12/562,023	N/A
Conversion Tracking System for an Executable Download	Velti Inc.	Application	12/847,751	N/A
Cross-channel User Tracking Systems, Methods and Devices	Velti Mobile Platforms Limited	Application	61/617,357	N/A
Systems and Methods for Generating Data from Mobile Applications and Dynamically Delivering Advertising Based on Generated Data	Mobelix, Inc.	Application	13/032,597	N/A
Systems and Methods for Performing Live Chat Functionality via a Mobile Device	Air2Web, Inc.	Application	61/487,456	N/A

## (ii) Foreign Patents and Patent Applications

Country / Region	Title	Type	Owner	Application No.
China	Mobile Device Marketing and	Application	Velti plc	200880106272.2

	Advertising Platforms, Methods, and Systems			
Europe (AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HR, HU, IE, IS, IT, LI, LT, LU, LV, MC, MT, NL, NO, PL, PT, RO, SE, SI, SK, TR)	Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Application Appl. date: 9 July 2008	Velti plc	08786011.0
Japan	Mobile Device Marketing and Advertising Platforms, Methods, and Systems	Application	Velti plc	2010-515506

## (iii) United States Trademarks and Trademark Applications

Name of Registered Owner	Mark	App/Reg No. Filing Date/Reg Date	Status Renewal Due Date
Velti plc	VELTI & Design	Reg No. 3935800 Reg Date - Mar 22, 2011	Registered Cl. 42 Apr 8, 2021
Velti plc	VELTI MGAGE	Reg No. 3880083 Reg Date - Nov 23, 2010	Registered Cl. 42
Mobclix, Inc.	MOBCLIX	Reg No. 3924673 Reg Date - Mar 1, 2011	Registered Cls 35,38,42 Mar 1, 2021
Velti plc	VELTI	App No. 85/451461 Oct 19, 2011	Published Cls. 35,42
Mobile Interactive Group Limited	MIG Mobile Interactive Group (Device Mark)	App No. 85/420468 Sep 12, 2011	Pending Cls. 9, 21, 23, 26,36 & 38

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Mobile Interactive Group Limited	JIGSAW	App No. 85/420515 Sep 12, 2011	Pending Cls. 9, 21, 23, 26,36 & 38
Mobile Interactive Group Netherlands B.V. Recorded 4/15/2012 Reel/Frame:4756/0262	CARSCANNER (Work mark and Design)	App No. 79/108492 Aug 31, 2011 (extension of Int'l Registration)	Pending Cls. 035, 36, 39, 42
Mobile Interactive Group Netherlands B.V. Recorded 4/15/2012 Reel/Frame:4293/0093	CARSCANNER (Work mark and Design)	Reg No. 4110657 Reg Date - Mar 13, 2012 (extension of Int'l Registration)	Registered Cls. 035, 36, 39, 42
Air2Web, Inc.	A and Air2Web (stylized)	Reg No. 3943628 Reg Date - Apr 12, 2011	Registered Cl. 42 <i>Apr 12, 2021</i>
Air2Web, Inc.	AirCARE	Reg No. 3934360 Reg Date - Mar 22, 2011	Registered Cl. 42 <i>Mar 22, 2021</i>
Air2Web, Inc.	A (stylized)	Reg No. 3870879 Reg Date - Nov 2, 2012	Registered Cls. 35, 38, 42 <i>Nov 2, 2022</i>
Air2Web, Inc.	AIR2WEB	Reg No. 2585927 Reg Date - Jun 25, 2012	Registered Cls. 9, 38, 39 <i>Jun 25, 2022</i>

## (iv) Foreign Trademarks and Trademark Applications

CANADA			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Mobile Interactive Group	MIG Mobile Interactive Group (Device Mark)	App No. 1543206 Sep 13, 2011	Pending 9, 35, 38, 39, 41, 42

EUROPEAN COMMUNITY			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	VELTI & Design	Reg No. 9133315 Reg Date - Nov 8, 2010	Registered Cls. 9,35,42 <i>May 26, 2020</i>
Velti plc	VELTI MGAGE	Reg No. 9313479 Reg Date - Feb 3, 2011	Registered Cls. 9,35,42 <i>Aug 13, 2020</i>
Velti plc	5ML	Reg No. 10281988 Reg Date - Feb 24, 2012	Registered Cls. 9,35,42 <i>Sep 21, 2021</i>
Velti plc	5ML (stylized)	Reg No. 10281996 Reg Date - Feb 24, 2012	Registered Cls. 9,35,42 <i>Sep 21, 2021</i>
Velti plc	5 & Design	App No. 10282044 Sep 21, 2011	Appeal (after final refusal) pending Cls. 9,35,42
Velti plc	LOYAL-ME	App No. 10888022 May 16, 2012	Pending
Velti plc	LOYALME	App No. 10888113 May 16, 2012	Pending
Velti plc	LOYAL ME	App No. 10888171 May 16, 2012	Pending
Velti plc	VELTI	App No. 10795623 April 10, 2012	Pending
Mobile Interactive Group Limited	MIG Mobile Interactive Group Limited (Device Mark)	Reg. No. 010256791 Reg Date - Jan 23, 2012	Registered Cls. 9, 35, 38, 41,42 <i>Sept 12, 2021</i>
Velti Anonymi	VELTI & V (Design)	Reg No. 008726581 Reg Date - Sep 14, 2010	Registered Cls. 9, 35, 38, 41, 42 <i>Dec 1, 2019</i>

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Velti Anonymi	<b>VELTI MGAGE &amp; V (Design)</b>	Reg No. 008726564 Reg Date - Sep 14, 2010	Registered Cls. 9, 35, 38, 41, 42 <i>Dec. 1, 2019</i>
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INDIA			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i> Designated territories
Velti plc	<b>VELTI &amp; Design</b>	Reg No. 1972468 Reg Date - May 28, 2010	Registered Cl. 42 <i>May 28, 2020</i>
Velti plc	<b>LOYAL-ME</b>	App No. 2334409 May 18, 2012	Pending Cls. 9,35,42
Velti plc	<b>LOYALME</b>	App No. 2334411 May 18, 2012	Pending Cls. 9,35,42
Velti plc	<b>LOYAL ME</b>	App No. 2334410 May 18, 2012	Pending Cls. 9,35,42

INTERNATIONAL REGISTRATIONS - Madrid Protocol only			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i> Designated territories
Velti plc	<b>VELTI MGAGE</b>	Reg No. 1054786 Reg Date - Aug 12, 2010	Registered Cl. 42 <i>Aug 12, 2020</i> CN, RU, TR.
Velti plc	<b>5 &amp; Design</b>	Reg No. 1093459 Reg Date - Sep 19, 2011	Registered Cls. 9, 42 <i>Sep 19, 2021</i> CN, RU, TR, UA.
Velti plc	<b>SML</b>	Reg No. 1093474 Reg Date Sep 19, 2011	Registered Cls. 9, 42 <i>Sep 19, 2021</i> CN, RU, TR, UA
Velti plc	<b>SML (stylized)</b>	Reg No. 1093856 Reg Date - Sep 19, 2011	Registered Cls. 9, 42 <i>Sep 19, 2021</i> CN, RU, TR, UA

Velti plc	LOYAL-ME	Appl. No. 1129943 May 18, 2012	Pending Cls. 9, 35, 42 CN, KR, RU TR, UA.
<del>Velti plc</del> <del>Not Confirmed</del>	<del>LOYAL-ME</del>	<del>May 18, 2012</del>	Pending Cls. 9, 35, 42
Velti plc	VELTI	Appl. no. 1121609 Apr 6, 2012	Pending Cls. 35, 42 CN, KR, RU TR, UA
Velti plc	VELTI & Design	Reg No. 1044716 Reg Date - Jul 1, 2010	Registered Cl. 42 Jul 1, 2020 CN, RU, TR.
Mobile Interactive Group Netherlands B.V.	Carscanner	Reg No. 1033447 Reg Date - Dec 8, 2009	Registered Cls. 35, 36, 39, 42 Dec 8, 2019 CH, US.
Mobile Interactive Group Netherlands B.V.	CARSCANNER	Reg No. 1105093 Reg Date - Aug 31, 2011	Registered Cls. 35, 36, 39, 42 Aug 31, 2021 (U.S.)
Mobile Interactive Group Netherlands B.V.	CARSPOTTER	Reg No. 1003386 Reg Date - May 5, 2009	Registered Cls. 35, 36, 39, 42 May 5, 2019 CH
Mobile Interactive Group Netherlands B.V.	CARSPOTTER	Reg No. 1003388 Reg Date - May 4, 2009	Registered Cls. 35, 36, 39, 42 May 4, 2019 AU, CH
Mobile Interactive Group Netherlands B.V.	CARSPOTTER	Reg No. 895905 Reg Date - Aug 8, 2006	Registered Cls. 35, 36, 39, 42 Aug 8, 2016  DE, ES, FR, GB, PL, PT.

IRELAND			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status Renewal Due Date
Mobile Interactive Group Limited	MIG (Device Mark)	Reg No. 237366 Reg Date - May 8, 2007	Registered Cls. 9, 35, 38, 41 and 42

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			<i>Apr 25, 2017</i>
Mobile Interactive Group Limited	<b>MIG Mobile Interactive Group (Word Mark)</b>	Reg No. 237413 Reg Date - May 8, 2007	Registered Cls. 9, 35, 38, 41 and 42 <i>Apr 24, 2017</i>
Mobile Interactive Group Limited	<b>QIZIMO (Word Mark)</b>	Reg No. 237317 Reg Date - May 14, 2007	Registered Cls. 9, 41

<b>JERSEY</b>			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	<b>VELTI MGAGE</b>	Reg No. TM9058 Reg Date - Feb 11, 2011	Registered Cls. 9, 35, 42 <i>Aug 13, 2020</i>
Velti plc	<b>VELTI &amp; Design</b>	Reg No. TM9029 Reg Date - Oct 11, 2010	Registered Cls. 9, 35, 42 <i>May 26, 2020</i>

<b>NEW ZEALAND</b>			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Mobile Interactive Group Limited	<b>MIG Mobile Interactive Group Limited (Device Mark)</b>	App No. 849183 Sep 13, 2011	Pending Cls. 9, 35, 38, 41, 42

<b>TURKEY (non-domestic)</b>			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	<b>VELTI MGAGE</b>	App No. 1054786 Aug 12, 2010	Published Cl. 42
Velti plc	<b>S &amp; Design (device)</b>	App No. 1093459 Sep 19, 2011	Published Cls. 9, 42
Velti plc	<b>SML</b>	App No. 1093474	Published

	(device)	Sep 19, 2011	Cls. 9, 42
Velti plc	<b>SML</b> (device)	App No. 1093856 Sep 19, 2011	Published Cls. 9, 42
Velti plc	<b>LOYAL ME</b>	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	<b>LOYALME</b>	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	<b>LOYAL-ME</b>	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	<b>VELTI</b>	Apr 6, 2012	Pending Cls. 35, 42
Velti plc	<b>VELTI &amp; Design</b> (device)	Reg No. 1044716 Reg Date - Jul 1, 2010	Registered Cl. 42

UNITED KINGDOM			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status Renewal Due Date
Velti plc	<b>VELTI MGAGE</b>	Reg No. 2555762 Reg Date - Dec 3, 2010	Registered Cls. 9,35,42 Aug 13, 2020
Velti plc	<b>VELTI &amp; Design</b>	Reg No. 2548820 Reg Date - Sept 3, 2010	Registered Cls. 9,35,42 May 26, 2020
Mobile Interactive Group Limited	<b>MIG Mobile Interactive Group Limited</b> (Word Mark)	Reg No. 2453634 Reg Date - Mar 28, 2008	Registered Cls. 9, 35, 38, 41, 42 Apr 25, 2017
Mobile Interactive Group Limited	<b>MIG</b> (Device Mark)	Reg No. 2453635 Reg Date - Mar 28, 2008	Registered Cls. 9, 35, 38, 41, 42 Apr 25, 2017
Mobile Interactive Group Limited	<b>MIG Mobile Interactive Group</b> (Device Mark)	Reg No. 2386105 Reg Date - Sep 23, 2005	Registered Cls. 35, 38 Mar 3, 2015

Mobile Interactive Group Limited	<b>QIZIMO</b> (Word Mark)	Reg No. 2455008 Reg Date - Nov 9, 2007	Registered Cls. 9, 41 May 10, 2017
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GUERNSEY			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status Renewal Due Date
Velti plc	<b>VELTI &amp; Design</b>	Reg No. GGGT7322 Reg Date - Oct 7, 2010	Registered Cls. 9,35,42 Oct 7, 2020
Velti plc	<b>VELTI MGAGE</b>	Reg No. GGGT7437 Reg Date - Feb 8, 2011	Registered Cls. 9,35,42 Feb 8, 2021

BRAZIL			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status Renewal Due Date
Velti plc	<b>VELTI</b>	App No. 840091672 Apr 13, 2012	Pending Cl. 9
Velti plc	<b>VELTI</b>	App No. 840091729 Apr 13, 2012	Pending Cl. 35
Velti plc	<b>VELTI</b>	App No. 840091702 Apr 13, 2012	Pending Cl. 42
Velti plc	<b>LOYAL-ME</b>	May 17, 2012	Pending Cl. 9
Velti plc	<b>LOYAL-ME</b>	May 17, 2012	Pending Cl. 35
Velti plc	<b>LOYAL-ME</b>	May 17, 2012	Pending Cl. 42
Velti plc	<b>LOYALME</b>	May 17, 2012	Pending Cl. 9

Velti plc	LOYALME	May 17, 2012	Pending Cl. 35
Velti plc	LOYALME	May 17, 2012	Pending Cl. 42
Velti plc	LOYAL ME	May 17, 2012	Pending Cl. 9
Velti plc	LOYAL ME	May 17, 2012	Pending Cl. 35
Velti plc	LOYAL ME	May 17, 2012	Pending Cl. 42

CHINA -- WIPO designations			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	VELTIMGAGE	Reg No. 1054786 Reg Date - Aug 12, 2010	Registered Cl. 42 <i>Aug 12, 2020</i>
Velti plc	5 & Design	App No. 1093459 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	5ML	App No. 1093474 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	5ML (stylized)	App No. 1093856 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	LOYAL ME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	LOYALME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	LOYAL-ME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	VELTI	Apr 6, 2012	Pending Cls. 35, 42
Velti plc	VELTI & Design	App No. 1044716 Jul 1, 2010	Response (to Refusal) pending



			Cl. 42
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REPUBLIC OF KOREA - WIPO designations			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	VELTI	Apr 6, 2012	Pending Cls. 35, 42
Velti plc	LOYAL-ME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	LOYALME	May 18, 2012	Pending Cls. 9,35,42
Velti plc	LOYAL ME	May 18, 2012	Pending Cls. 9, 35, 42

RUSSIAN FEDERATION - WIPO designations			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	VELTI MGAGE	Reg No. 1054786 Reg Date - Aug 12, 2010	Registered Cl. 42 <i>Aug 12, 2020</i>
Velti plc	5 & Design	App No. 1093459 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	SML	App No. 1093474 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	SML (stylized)	App No. 1093856 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	LOYAL ME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	LOYALME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	LOYAL-ME	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	VELTI	Apr 6, 2012	Pending Cls. 35, 42
Velti plc	VELTI & Design	Reg No. 1044716 Reg Date - Jul 1, 2010	Registered Cl. 42 <i>Jul 1, 2020</i>

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UKRAINE – WIPO designations			
Name of Registered Owner	Mark App/Reg No.	Filing Date/Reg Date	Status <i>Renewal Due Date</i>
Velti plc	<b>S &amp; Design</b>	App No. 1093459 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	<b>SML</b>	App No. 1093474 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	<b>SML (stylized)</b>	App No. 1093856 Sep 19, 2011	Pending Cls. 9, 42
Velti plc	<b>LOYAL ME</b>	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	<b>LOYALME</b>	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	<b>LOYAL-ME</b>	May 18, 2012	Pending Cls. 9, 35, 42
Velti plc	<b>VELTI</b>	Apr 6, 2012	Pending Cls. 35, 42

**EXHIBIT B**