

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
Mogreet, Inc.		09/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	85397987	MOSHARE
Serial Number:	85978367	MOSHARE
Serial Number:	77978978	MOGREET
Serial Number:	77978977	MOGREET
Serial Number:	77030074	MOGREET

CORRESPONDENCE DATA	
Fax Number:	8586385130
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-677-1400
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	4365 Executive Drive, Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-181
-------------------------	------------

CH \$140.00 85397987

NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	09/18/2013
Total Attachments: 5 source=Mogreet IPSA#page1.tif source=Mogreet IPSA#page2.tif source=Mogreet IPSA#page3.tif source=Mogreet IPSA#page4.tif source=Mogreet IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 4, 2013 by and between SILICON VALLEY BANK ("Bank") and MOGREET, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor and certain of its Affiliates dated as of December 9, 2011 (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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to 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.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and systems for transmitting video messages to mobile communication devices	8457661	6/4/13
Methods and systems for video messaging	12333768	12/12/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOSHARE	85397987	8/15/11
MOSHARE	85978367	8/15/11
MOGREET	77978978	8/14/07
MOGREET	77978977	8/14/07
MOGREET	77030074	10/26/06