

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
FUNAMBOL, INC.		10/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	HARBERT EUROPEAN SPECIALTY LENDING COMPANY, LTD.
Street Address:	44 DAVIES STREET, MAYFAIR
Internal Address:	BROOKFIELD HOUSE, 5TH FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	W1K 5JA
Entity Type:	CORPORATION: IRELAND

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	4330481	ONEMEDIAHUB
Registration Number:	3353636	FUNAMBOL
Registration Number:	3918168	FUNAMBOL

CORRESPONDENCE DATA	
Fax Number:	4048853900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4048853770
Email:	andrew.regan@troutmansanders.com
Correspondent Name:	ANDREW REGAN PHD
Address Line 1:	600 PEACHTREE ST NE
Address Line 2:	#5200
Address Line 4:	Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	244129.000001
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CH \$90.00 4330481

DOMESTIC REPRESENTATIVE

Name: ANDREW REGAN PHD
Address Line 1: 600 PEACHTREE ST NE
Address Line 2: #5200
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	ANDREW REGAN PHD
Signature:	/ANDREW REGAN 66970/
Date:	11/04/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 31, 2013 (this "Agreement") by and between HARBERT EUROPEAN SPECIALTY LENDING COMPANY, LIMITED ("Lender") and FUNAMBOL, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Venture Loan and Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") by and between Grantor and Lender. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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. All capitalized terms used herein shall have the same meanings set forth in the Loan Agreement.

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 Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

Upon the indefeasible payment and performance in full of the Obligations in accordance with their terms, this Agreement shall terminate, and upon written notice given to the Lender, the Lender will, at Grantor's expense, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Intellectual Property Collateral as fully as if this Agreement had not been made.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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:

Funambol, Inc.
1065 E. Hillsdale Boulevard, #400
Foster City, California 94404
Attn: Amit Chawla, CEO

FUNAMBOL, INC.

By: Amit Chawla
Name: AMIT CHAWLA
Title: CEO

LENDER:

Address of Lender:

Harbert Management Corporation
Brookfield House, Fifth Floor
44 Davies Street, Mayfair
London W1K 5JA
United Kingdom
Attn: Johan Kampe

HARBERT EUROPEAN SPECIALTY
LENDING COMPANY, LIMITED

By: _____
Name:
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:

Funambol, Inc.
1065 E. Hillsdale Boulevard, #400
Foster City, California 94404
Attn: Amit Chawla, CEO

FUNAMBOL, INC.

By: _____
Name:
Title:

LENDER:

Address of Lender:

Harbert Management Corporation
Brookfield House, Fifth Floor
44 Davies Street, Mayfair
London W1K 5JA
United Kingdom
Attn: Johan Kampe

HARBERT EUROPEAN SPECIALTY
LENDING COMPANY, LIMITED

By: Harbert Fund Advisors, Inc., its
Investment Manager

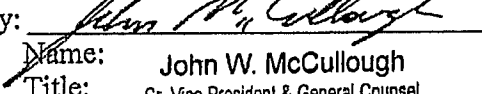
By: 
Name: John W. McCullough
Title: Sr. Vice President & General Counsel
By: _____
Name:
Title:

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM OPERATOR INDEPENDENT SERVER ALERTED SYNCHRONIZATION SYSTEM AND METHODS	7,689,713	March 30, 2010
SYSTEM OPERATOR INDEPENDENT SERVER ALERTED SYNCHRONIZATION SYSTEM AND METHODS	PCT/US2007/001781	January 22, 2007
PEER SHARED SERVER EVENT NOTIFICATION SYSTEM AND METHODS	12/151,831	May 9, 2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ONEMEDIAHUB	US	4,330,481	May 7, 2013
FUNAMBOL	US	3,353,636	December 11, 2007
FUNAMBOL	US	3,918,168	February 8, 2011
FUNAMBOL	EC	004966751	April 11, 2007

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		