

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
Quisk, Inc.	FORMERLY MobiBucks Corporation	11/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Acadia Woods Partners, LLC, as collateral agent
Street Address:	77 Bedford Road
City:	Katonah
State/Country:	NEW YORK
Postal Code:	10536
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4128144	MOBI
Registration Number:	3618624	B
Serial Number:	85950245	MYMOBI
Serial Number:	86069671	Q
Serial Number:	86052396	QUISK

CORRESPONDENCE DATA

Fax Number: 6504936811
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-461-6125
 Email: qlu@wsgr.com
 Correspondent Name: WSGR, c/o Qui Lu
 Address Line 1: 650 Page Mill Road
 Address Line 2: FH2-1 P12
 Address Line 4: Palo Alto, CALIFORNIA 94304

CH \$140.00 4128144

ATTORNEY DOCKET NUMBER:	35515.017
NAME OF SUBMITTER:	Qui Lu
Signature:	/s/ Qui Lu
Date:	11/27/2013

Total Attachments: 11

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement") is made as of November 27, 2013, between Quisk, Inc., a Delaware corporation ("Debtor"), and Acadia Woods Partners, LLC, as collateral agent for the Investors referred to below (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). This Intellectual Property Security Agreement amends and restates that certain Intellectual Property Security Agreement dated as of June 11, 2013, by the Company in favor of Collateral Agent on behalf of the investors listed on the signature pages thereto.

RECITALS

A. Pursuant to that certain Note and Warrant Purchase Agreement, dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Prior Purchase Agreement") among Debtor, the Collateral Agent and the other investors set forth on Schedule I attached thereto ("Prior Investors"), the Prior Investors purchased senior secured convertible promissory notes and warrants from the Debtor (the "Prior Notes").

B. On the date hereof, the Company issued senior secured convertible promissory notes (as amended, modified or otherwise supplemented from time to time, the "New Notes") pursuant to that certain Note and Warrant Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Purchase Agreement") to the investors set forth on Schedule I attached thereto (the "New Investors" and together with the Prior Investors, sometimes referred to herein as the "Investors") but only upon the condition, among others, that Debtor shall have executed and delivered to Collateral Agent that certain Amended and Restated Security Agreement dated as of June 11, 2013 as amended and restated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and this Intellectual Property Security Agreement. The Prior Notes and the New Notes are sometimes collectively referred to as the "Notes" and individually as a "Note".

AGREEMENT

Now, therefore, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. Grant of Security Interest in IP Collateral. As security for the payment and performance of the Obligations, Debtor hereby grants to Collateral Agent, for itself and for the

ratable benefit of the Investors, a security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):

(a) all of Debtor's patents, patent applications, and rights in or to patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, of the foregoing;

(c) all products and proceeds of the foregoing item (a) and (b), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any patent or any patent licensed under any license;

(d) all of Debtor's trademarks, trademark applications and rights in or to trademark licenses to which it is a party including those referred to on Schedule II hereto;

(e) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(g) all products and proceeds of the foregoing items (d) through (f), including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any license;

(h) all of Debtor's copyrights, copyright applications and rights in or to copyright licenses to which it is a party including those referred to on Schedule III hereto;

(i) all reissues, continuations, restorations, reversions, renewals or extensions of the foregoing; and

(j) all products and proceeds of the foregoing items (h) and (i), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any copyright or any copyright licensed under any license.

3. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Collateral Agent for the benefit of the Investors pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Collateral Agent and the Investors with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to File. Debtor authorizes Collateral Agent to file this Intellectual Property Security Agreement (and amendments and supplements hereof) in the United States Patent and Trademark Office, the United States Copyright Office and another other office that Collateral Agent deems necessary or appropriate.

5. Authorization To Supplement. If Debtor shall obtain rights to (a) any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, (b) any new trademarks or application therefor, or (c) any new copyright or application therefor, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new rights. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Collateral Agent unilaterally to modify this Intellectual Property Security Agreement by amending the applicable schedule to include any such new rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend any schedule shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all IP Collateral, whether or not listed on a schedule.

6. Termination. Collateral Agent agrees to release its security interest in the IP Collateral (i) upon payment in full of all Obligations (other than inchoate indemnity obligations) or (ii) pursuant to the terms and conditions set forth in the Security Agreement.

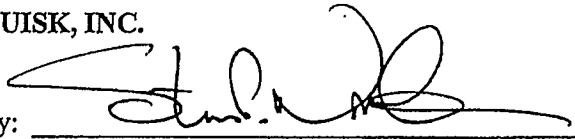
7. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Intellectual Property Security Agreement or any of the other Transaction Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

QUISK, INC.

By: 

Name: Steven P. Novak

Title: Chief Executive Officer

Address: Quisk, Inc.
1183 Bordeaux Drive, Ste. 27
Sunnyvale, CA 94089

COLLATERAL AGENT:

ACADIA WOODS PARTNERS, LLC

Name: Jeffrey Samberg
Title: Managing Member

Address: 77 Bedford Road
Katonah, NY 10536
Attn: Aryeh Davis

Facsimile: 203-549-0600

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005163 FRAME: 0176

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

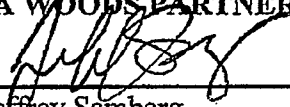
QUISK, INC.

By: _____
Name: Steven P. Novak
Title: Chief Executive Officer

Address: Quisk, Inc.
1183 Bordeaux Drive, Ste. 27
Sunnyvale, CA 94089

COLLATERAL AGENT:

ACADIA WOODS PARTNERS, LLC



Name: Jeffrey Samberg
Title: Managing Member

Address: 77 Bedford Road
Katonah, NY 10536
Attn: Aryeh Davis

Facsimile: ~~203-549-0600~~

914-401-7044

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

Country	Patent Title	Publication Number	Application Number	Filing Date
Europe	Payment Systems and Methods	22074577	7837611.8	17-Mar-2009
United States	Payment Systems and Methods	20090024533	11/897,413	29-Aug-2007
United States	Payment Systems and Methods		14/075,855	8-Nov-2013
United States	Electronic FishBowl		61/714,399	16-Oct-2012
United States	Self-Authenticating Peer To Peer Transaction		13/755,421	31-Jan-2013
Europe	Self-Authenticating Peer To Peer Transaction		13166070.6	30-Apr-2013
Gulf Cooperation	Self-Authenticating Peer To Peer Transaction		2013/24261	30-Apr-2013
Jamaica	Self-Authenticating Peer To Peer Transaction		18/1/5418	20-May-2013
Jordan	Self-Authenticating Peer To Peer Transaction		125/2013	28-Apr-2013
United States	Self-Authenticating Peer To Peer Transaction		61/711,957	10-Oct-2012
International	Self-Authenticating Peer To Peer Transaction		PCT/US2013/0345 11	28-Mar-2013
United States	Accounts with Multiple Pre-Authorization Levels		13/786,408	5-Mar-2013
Gulf Cooperation	Accounts with Multiple Pre-Authorization Levels		2013/25514	7-Oct-2013



Country	Patent Title	Publication Number	Application Number	Filing Date
Jamaica	Accounts with Multiple Pre-Authorization Levels		Pending	
Jordan	Accounts with Multiple Pre-Authorization Levels		275/2013	12-Sep-2013
International	Accounts with Multiple Pre-Authorization Levels		PCT/US13/63992	9-Oct-2013
United States	Purchasing Method with Funding Source Selection		61/782,593	14-Mar-2013
United States	Purchasing Method with Funding Source Selection		13/937,076	8-Jul-2013
United States	Purchasing Method with Funding Source Selection		13/937,076	8-Jul-2013
United States	Payment Service Registration		13/957,246	1-Aug-2013
United States	Tokenized Payment Service Registration		14/031,381	19-Sep-2013
United States	Account Locking Using Transaction Codes		14/065,315	28-Oct-2013
United States	Methods and Systems for Providing a Customer Controlled Account Lock Feature		14/022,041	9-Sep-2013
United States	Hierarchical Administration Portal		61/841,108	28-Jun-2013
United States	Account Engine with Modular Services and Access Channels		61/839,114	28-Jun-2013
United States	Fraud Monitoring System with Distributed Cache		61/839,062	25-Jun-2013
United States	Hacker-Resistant Balance Monitoring		14/066,674	29-Oct-2013

PATENT LICENSES







None.



SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Country	Registration No.	Mark
USA	4128144	
USA	3618624	

TRADEMARK APPLICATIONS

Country	Serial No.	Mark
USA	77515718 (suspended)	
USA	85950245	MYMOBI
European Union	A0038954	
Jordan	Pending	
Turkey	A0038954	
United Arab Emrites	200550	
USA	86069671	
European Union	A0038952	QUISK
Jordan	Pending	QUISK

Country	Serial No.	Mark
Turkey	A0038952	QUISK
United Arab Emerites	200549	QUISK
USA	86052396	QUISK
Jamaica	Pending	QUISK
Jamaica	Pending	
Jamaica	62145	MOBI ψ UCKS
Jamaica	62146	
Jamaica	62922	m0bi
Jamaica	62921	MYMOBI

TRADEMARK LICENSES

None.

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.

COPYRIGHT LICENSE

None.