

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
Air2Web, Inc.		12/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank, National Association, as Administrative Agent
Street Address:	214 N. Tryon Street, 26th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3943628	A AIR2WEB
Registration Number:	3934360	AIRCARE
Registration Number:	3870879	A
Registration Number:	2585927	AIR2WEB

CORRESPONDENCE DATA

Fax Number: 2124552502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 455-7016  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Jasmine Kaufman, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	037155/0181
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CH \$115.00 3943628

NAME OF SUBMITTER:	Jasmine Kaufman
Signature:	/jk/
Date:	12/11/2013
<b>Total Attachments: 5</b> source=Air2WebTSl#page1.tif source=Air2WebTSl#page2.tif source=Air2WebTSl#page3.tif source=Air2WebTSl#page4.tif source=Air2WebTSl#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2013 (this "Agreement") among the Grantor party hereto (the "Grantor") and U.S. BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of November 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Velti Inc., the other Borrowers party thereto, the Guarantors from time to time party thereto and the Administrative Agent. On November 4, 2013, Velti Inc. and Air2Web, Inc., together with certain of their affiliates, filed voluntary petitions with the Bankruptcy Court initiating the Cases and have continued in the possession of their assets and in the management of their businesses pursuant to Bankruptcy Code sections 1107 and 1108. Pursuant to the Loan Agreement dated as of November 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time the "Loan Agreement"), the Lenders have severally agreed to make the loans to the Borrowers subject to the terms and conditions set forth therein. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantor Loan Parties are Affiliates of one or more Borrowers, will derive substantial benefits from the loans made to the Borrowers pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. Accordingly, the parties hereto agree as follows:

**SECTION 1.** Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

**SECTION 2.** Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Loan Document Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in, to and under all of the following, whether now owned or at any time hereafter acquired by such Grantor, whether now or hereafter existing (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications therefor in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated therewith or symbolized thereby; and

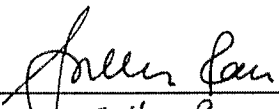
(c) all other assets, rights and interests that uniquely reflect or embody such goodwill and the Trademarks.

**SECTION 3.** Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

*[Signatures Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**AIR2WEB, INC.**, a Delaware corporation, as Grantor

By:   
Name: Sally Lau  
Title: Director

**U.S. BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
James A. Hanley  
Vice President

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005171 FRAME: 0622**

Schedule I  
to Trademark Security Agreement

Name of Registered Owner	Mark	App/Reg No. Filing Date/Reg Date
Air2Web, Inc.	A and Air2Web (stylized)	Reg No. 3943628 Reg Date - Apr 12, 2011
Air2Web, Inc.	AirCARE	Reg No. 3934360 Reg Date - Mar 22, 2011
Air2Web, Inc.	A (stylized)	Reg No. 3870879 Reg Date - Nov 2, 2012
Air2Web, Inc.	AIR2WEB	Reg No. 2585927 Reg Date - Jun 25, 2012