

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Change of Agent and Assignment of Security Interest in Trademark Collateral

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HSBC Bank USA, National Association		12/12/2013	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3924673	MOBCLIX
Registration Number:	3935800	VELTI
Registration Number:	3880083	VELTI MGAGE
Serial Number:	85451461	VELTI
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

CH \$215.00 3924673

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
NAME OF SUBMITTER:	Jasmine Kaufman
Signature:	/jk/
Date:	12/12/2013

**Total Attachments: 6**

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**NOTICE OF CHANGE OF AGENT AND  
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

December 12, 2013

WHEREAS, Mobelix, Inc., Velti Plc, and Air2Web, Inc. (collectively, the “Grantors”) own all right, title and interest in and to the trademarks listed on Schedule A hereto (the “Trademark Collateral”);

WHEREAS, Velti Inc., Velti Plc, Mobile Interactive Group Limited and Velti Mobile Platforms Limited (collectively, the “Borrowers”) and HSBC Bank USA, National Association, as Administrative Agent (the “Existing Agent”), and each other party named therein have entered into the Credit Agreement dated as of August 10, 2012 (as amended by the First Amendment, dated as of December, 2012, as further amended by the Second Amendment, dated as of April 24, 2013, as further amended by the Third Amendment, dated as of July 25, 2013 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders and the Issuing Bank have agreed to extend credit to the Borrowers subject to the terms and subject to the conditions therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and the Existing Agent have entered into the Trademark Security Agreement, dated as of August 10, 2012 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors pledged and granted to the Existing Agent, for the benefit of the Existing Agent and the Secured Parties, a security interest in the Trademark Collateral, and such security interest was recorded in the United States Patent and Trademark Office on August 14, 2012 at (i) Reel 4842, Frame 0007, (ii) Reel 4842, Frame 0027, and (iii) Reel 4842, Frame 0042;

WHEREAS, the Borrowers, the Existing Agent and U.S. Bank, National Association (the “Successor Agent”) have entered into the Successor Agent Agreement, dated as of December 12, 2013 (the “Successor Agent Agreement”) whereby the Existing Agent resigns as Administrative Agent and is replaced by the Successor Agent as successor Administrative Agent under the Credit Agreement, the Trademark Security Agreement and the other Loan Documents; and

WHEREAS, the Existing Agent and the Successor Agent desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

1. The Existing Agent has ceased to be the Administrative Agent under the Credit Agreement, the Trademark Security Agreement and the other Loan Documents;
2. The Successor Agent is now the Administrative Agent under the Credit Agreement, the Trademark Security Agreement and the other Loan Documents; and
3. The Existing Agent hereby assigns to the Successor Agent, and the Successor Agent hereby assumes, all of the Existing Agent’s right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without

limitation, its continuing security interest in, and right of setoff against, all of the Existing Agent's right, title and interest in, to and under the Trademark Collateral; and

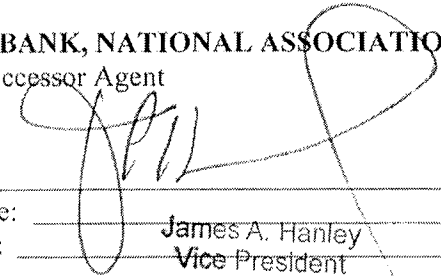
4. Nothing herein shall be deemed to terminate or impair the continuity of the security interest in the Trademark Collateral originally granted to the Existing Agent, which security interest is now succeeded by and transferred to the Successor Agent.

All other terms and conditions are more fully set out in the Successor Agent Agreement. Unless otherwise defined herein or the context otherwise requires, the terms used in this agreement shall have the meanings provided or provided by reference in the Credit Agreement.

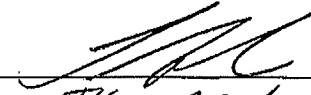
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

U.S. BANK, NATIONAL ASSOCIATION,  
as Successor Agent

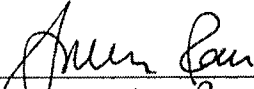
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ James A. Hanley  
Vice President

**HSBC BANK USA, NATIONAL  
ASSOCIATION, as Existing Agent**

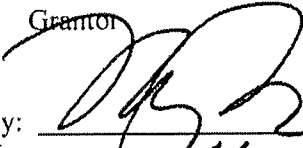
By:   
Name: Thomas L. Nolan  
Title: Vice President

AGREED AND ACKNOWLEDGED:

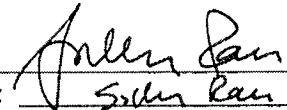
MOBCLIX, INC., a Delaware corporation, as  
Grantor

By:   
Name: Silly Pan  
Title: Director

VELTI PLC, a company formed under the laws  
of the Bailiwick of Jersey, Channel Islands, as  
Grantor

By:   
Name: Mari Baker  
Title: Director

AIR2WEB, INC., a Delaware corporation, as  
Grantor

By:   
Name: Silly Pan  
Title: Director

## SCHEDULE A

### U.S. Trademark Registrations and Applications

#### 1. U.S. Trademark Registrations and Applications recorded under Reel/Frame number 4842/0007:

Name of Registered Owner	Mark	App/Reg No.
Moblix, Inc.	MOBCLIX	Reg No. 3924673

#### 2. U.S. Trademark Registrations and Applications recorded under Reel/Frame number 4842/0027:

Name of Registered Owner	Mark	App/Reg No.
Velti plc	VELTI & Design	Reg No. 3935800
Velti plc	VELTI MGAGE	Reg No. 3880083
Velti plc	VELTI	App No. 85/451461

#### 3. U.S. Trademark Registrations and Applications recorded under Reel/Frame number 4842/0042:

Name of Registered Owner	Mark	App/Reg No.
Air2Web, Inc.	A and Air2Web (stylized)	Reg No. 3943628
Air2Web, Inc.	AirCARE	Reg No. 3934360
Air2Web, Inc.	A (stylized)	Reg No. 3870879
Air2Web, Inc.	AIR2WEB	Reg No. 2585927