

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
MOJIVA INC.		02/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SHAMROCK CAPITAL GROWTH FUND II, L.P.		
Street Address:	1100 Glendon Avenue		
Internal Address:	Suite 1250		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4166833	MOJIVA	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41915-21		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	/susan zablocki/		

Date:

02/24/2014

Total Attachments: 7

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 21, 2014 BY AND AMONG SILICON VALLEY BANK AND SHAMROCK CAPITAL GROWTH FUND II, L.P., AS AGENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 21, 2014 by and between **SHAMROCK CAPITAL GROWTH FUND II, L.P.**, with a loan production office located at 1100 Glendon Ave, Suite 1250 Los Angeles, California 90024, as collateral agent for itself and the lenders ("Lenders") from time to time party to the Loan Agreement (as defined below) (in such capacity, together with its successors and assigns in such capacity, the "Agent") and **MOJIVA INC.**, a Delaware corporation, with its principal place of business located at 136 Baxter Street, Suite 1A, New York, New York 10013 ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor and MOCEAN LLC, a Delaware limited liability company (together with Grantor, the "Borrower") (the "Loans"), in the amounts and manner set forth in that certain Convertible Loan and Security Agreement by and among Lenders, Agent and Borrower dated as of February 21, 2014 (as the same has been and may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Agent and Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 Borrower's obligations to Agent and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Agent and Lenders, Grantor grants and pledges to Agent for itself and the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

MOJIVA INC.

By: Bennett M

Title: CEO

AGENT:

SHAMROCK CAPITAL GROWTH
FUND II, L.P.

By: _____

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:

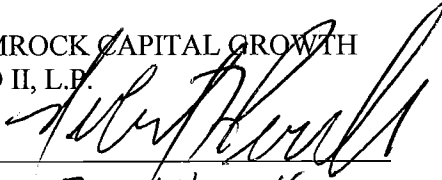
MOJIVA INC.

By: _____

Title: _____

AGENT:

SHAMROCK CAPITAL GROWTH
FUND II, L.P.

By:  _____

Title: 2-18-14

Executive Vice President




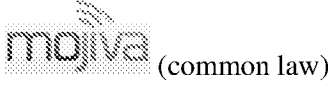
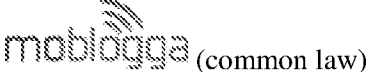
EXHIBIT A

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Provisional Patent Application. Advertisement Aggregation and Distribution Platform Apparatuses, Methods and Systems.	61/799,518	March 15, 2013

EXHIBIT B

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Mark: mOcean Country: Australia.	Serial No. 1392660	Filing Date: 11/4/2010 Reg. Date: 6/27/2011
Mark: MOJIVA Country: Australia	Serial No. 1392659	Filing Date: 11/4/2010 Reg. Date: 7/8/2011
Mark: MOJIVA Country: United States of America	Serial No. 85373433 Reg. No. 4166833	Filing Date: 7/18/2011 Reg. Date: 7/3/2012
Mo'Jiva (common law)	N/A	N/A
Mo'jiva (common law)	N/A	N/A
Mo'Blogga (common law)	N/A	N/A
Mojiva (common law)	N/A	N/A
Moblogga (common law)	N/A	N/A
mOcean Mobile (common law)	N/A	N/A
 (common law)	N/A	N/A
 (common law)	N/A	N/A
 (common law)	N/A	N/A
 (common law)	N/A	N/A
 (common law)	N/A	N/A