

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
Globo Mobile Technologies Inc.		01/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank Plc		
Street Address:	1 Churchill Place, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85214948	NOTIFY TECHNOLOGY	
Serial Number:	76141827	NOTIFYLINK	
Serial Number:	77700347	NOTIFYSYNC	
Serial Number:	85199607	NOTIFYMDM	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	026761-5		
DOMESTIC REPRESENTATIVE			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/25/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 30, 2014 (the "Agreement"), among Globo Mobile Technologies Inc., as grantor (the "Additional Grantor") and Barclays Bank Plc, as security agent for the Finance Parties (as defined in the Facility Agreement referred to below) (herein in such capacity, the "Security Agent").

RECITALS

- (A) Globo Plc (the "Parent") and certain subsidiaries of Parent have entered into a certain €85,000,000 Facilities Agreement dated May 30, 2013, which was amended and restated pursuant to an amendment and restatement agreement dated October 21, 2013, between, amongst others, the Parent and Barclays Bank Plc as Arranger, Bookrunner, the Original Lender, Agent and Security Agent (the "Facility Agreement").
- (B) The Parent has caused the Additional Grantor to accede to the Facility Agreement, pursuant to the terms and conditions of that certain accession letter dated as of the date hereof (the "Accession Letter").
- (C) As a condition precedent to becoming an Additional Obligor (as defined in the Facility Agreement) under the Facility Agreement, the Additional Grantor executed and delivered that certain Joinder Agreement dated as of the date hereof (the "Joinder Agreement"), in favor of the Security Agent, under which it has become a party to that certain Pledge and Security Agreement (the "Pledge and Security Agreement"), dated as of May 30, 2013, amongst Globo US Holdings, LLC, Globo Mobile, Inc. and Globo International LLC, as grantors, and Barclays Bank Plc as security agent for the Finance Parties.
- (D) The Additional Grantor is required to deliver this Agreement pursuant to the terms of both the Facility Agreement and the Pledge and Security Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Liabilities, the Additional Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Additional Grantor's right, title and interest in, to and under:

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

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

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

(f) all Proceeds of the foregoing, including any claim by Additional Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (a) injury to the goodwill associated with any Trademark, or any Trademark licensed under any Trademark License.

SECTION 3 Priority Interest

Notwithstanding anything to the contrary contained in this Agreement, the Additional Grantor and the Security Agent (on behalf of the Finance Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Finance Parties and securing the Liabilities, shall be a "first" priority Security Interest in the Collateral, junior to no other security interests.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Additional Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and the Additional Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW

OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE
NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

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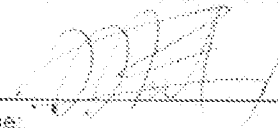
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IN WITNESS WHEREOF, the Additional Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

GLOBO MOBILE TECHNOLOGIES INC., as Additional Grantor

By  _____
Name:
Title:

ACCEPTED AND AGREED:

BARCLAYS BANK PLC, as Security Agent

By 
Name: Christopher Jones
Title: Manager

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Signature Page to Intellectual Property Security Agreement

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SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS – None

Copyright Reg. No. Date – N/A

(B) COPYRIGHT APPLICATIONS - None

(C) COPYRIGHT LICENSES

Copyright(s) Licensed	Name of Agreement	Parties	Date
Zenworks Mobile Management	Inbound License Agreement	Globa Mobile Technologies, Inc. – Novell, Inc.	01/04/2012
Notify.Ink, NotifyMDM	Master License and Services Agreement	Globa Mobile Technologies, Inc. - Oracle USA, Inc.	08/01/2007, 09/26/2008 (Amendment One), 06/11/2012 (Amendment Two)
NotifyMDM	Notify Software License Agreement	Globa Mobile Technologies, Inc. – Securitas	11/01/2011

SCHEDULE II

PATENT REGISTRATIONS

(D) REGISTERED PATENTS - None

Patent Reg. No. Date

(E) PATENT APPLICATIONS - None

(F) PATENT LICENSES

Patent(s) Licensed	Name of Agreement	Parties	Date
6249868 USPTO & 8594765 USPTO	Settlement Agreement and Release	SoftVault Systems, Inc. - Globe Mobile Technologies, Inc. - Novell, Inc.	08/28/2013
Patents for Microsoft Exchange Server Protocols 2013	Patent License Patents for Microsoft Exchange Server Protocols 2013	Microsoft Licensing GP - Globe Mobile Technologies, Inc.	03/19/2013

SCHEDULE III

TRADEMARK REGISTRATIONS

(G) REGISTERED TRADEMARKS

Trademark Reg. No. Date

Mark	Reg. No. or Appin. No.	Date
Notify Technology	85-214848	06/05/2012
NotifyLink	78-141827	07/30/2002
NotifySync	77-700247	04/27/2010
NotifyMDM	85-199697	12/27/2011

(H) TRADEMARK APPLICATIONS – None

(I) TRADEMARK LICENSES – None

Name of Agreement, Parties, Date of Agreement