

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOBILESMITH, INC.		06/09/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	A TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86183958	APPCANVAS	
<b>Serial Number:</b>	85517223	APPCANVAS	
<b>Serial Number:</b>	86183951	APPFORGE	
<b>Serial Number:</b>	85517224	APPFORGE	
<b>Serial Number:</b>	85517227	APPOFFICE	
<b>Serial Number:</b>	86183945	APPOFFICE	
<b>Registration Number:</b>	3753600	IMART	
<b>Registration Number:</b>	3899788	LOYALTY CLICKS	
<b>Registration Number:</b>	3899784	LOYALTY CLICKS	
<b>Registration Number:</b>	4003537	LOYALTYCLICKS	
<b>Serial Number:</b>	86203489	MOBILESMITH	
<b>Serial Number:</b>	85837224	MOBILESMITH	
<b>Serial Number:</b>	85837238	MOBILESMITH	
<b>Serial Number:</b>	74652181	SMART ATTORNEY	
<b>Serial Number:</b>	75570062	SMART ONLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$390.00 86183958

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 213-891-5739  
**Email:** wwolff@buchalter.com  
**Correspondent Name:** William Wolff  
**Address Line 1:** c/o Buchalter Nemer 1000 Wilshire Blvd.  
**Address Line 2:** Suite 1500  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>ATTORNEY DOCKET NUMBER:</b>	I0113-0150
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<b>NAME OF SUBMITTER:</b>	William Wolff
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<b>SIGNATURE:</b>	/William Wolff/
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<b>DATE SIGNED:</b>	06/11/2014
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**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 9, 2014 by and between COMERICA BANK ("Bank") and MOBILESMITH, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*(Signature pages follow.)*

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.

Address of Grantor:

MobileSmith, Inc.  
5400 Trinity Road, Suite 208  
Raleigh, NC 27607

Attn: Chief Financial Officer

GRANTOR:

MOBILESMITH, INC.

By: 

Name: Amir Elbaz

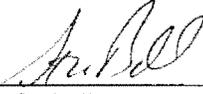
Title: Chief Executive Officer

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

By:   
Name: Stu Bell  
Title: Senior Vice President

With a copy to:

Comerica Bank  
1201 E. Beltline Road  
Richardson, TX 75081

Attn: Stu Bell

EXHIBIT A

Copyrights

<u>NO.</u>	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NO</u>	<u>REGISTERED DATE</u>
1	Smart Attorney: user's Guide	TX0004708721	07/08/1998
2	Smart Business Plan user's guide	TX0004708722	07/08/1998
3	BUSINESS START-UP: user's guide	TX0004820558	07/08/1998
4	Smart Business System : user's guide	TX0004814482	07/08/1998
5	Smart Family Law: user's guide	TX0004708723	07/08/1998
6	Smart Forms: user's guide	TX0004708720	07/08/1998
7	Smart VENTURE: user's guide	TX0004820557	07/08/1998
8	Money for your Business	TX0003660558	11/01/1993
9	Savvy marketing plan:	TX0004576477	06/24/1997
10	Smart attorney lite	TX0004899890	10/13/1998
11	Smart attorney pro	TXu000867619	07/09/1998
12	Smart attorney pro L'assistant juridique [sic]: version 7.0 for France	TX0004819384	07/16/1998
13	Smart Attorney Pro : software package; user's guide	TX0004819217	07/08/1998
14	Smart attorney pro version 7.0 for US	TX0004833897	07/09/1998
15	Smart attorney version 5.2	TX0004833886	07/09/1998
16	American InstituteSmart attorney: version 6. 0	TX0004833896	07/09/1998
17	Smart business plan suite	TXu000867618	07/09/1998
18	Smart Business Plan Suite Lite: version 7.0	TX0004876076	08/31/1998

19	Smart Business Plan Suite users guide	TX0004890651	08/07/1998
20	Smart business plan suite : ver. 7. 0 :for Germany	TXu000863533	07/16/1998
21	Smart business plan suite: version 7.0 for US	TX0004833810	07/09/1998
22	Smart business plan :TX0004833809 version 5.2		07/09/1998
23	Smart Business Professional : the ultimate business	TX0004821048	07/08/1998
24	Smart business start-up & Smart business professional : version 6.0.2	TX0004829298	07/16/1998
25	Smart business start-up : version 6.0	TX0004724727	07/16/1998
26	Smart family law lite	TX0004899891	10/13/1998
27	Smart family law : version 6.0	TX0004833887	07/09/1998
28	Smart forms :version 5.2.	TX0004833892	07/09/1998
29	Smart forms : version 6	TX0004833895	07/09/1998
30	Smart landlord lite	TX0004899389	10/13/1998
31	Smart landlord : user'sTX0004828401 guide		07/08/1998
32	Smart landlord : version 5.2	TX0004833894	07/09/1998
33	Smart market research : version 6.0.1	TX0004829297	07/16/1998
34	Smart survey : versionTX0004833888 5.2		07/09/1998
35	Smart venture sales sheet	TX0004752947	07/08/1998
36	Smart venture : version 5.2	TX0004833893	07/09/1998
37	Smart business plan suite= L'assistant previsionnel :version	TX0004872736	07/16/1998

	7.0 for France		
<b>38</b>	Smart business plan suite: version 7.0. By Smart Online, Inc.	TX0005241769	10/01/1998
<b>39</b>	Smart business system network	TX0004880098	07/16/1998

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Development Platform for Mobile Applications	13/723,313	12/21/2012
Design Canvas	PCTUS1322106	1/18/2013
Software n Builder	PCTUS1322108	1/18/2013

EXHIBIT C

Trademarks

Trademark	Country	Class(es)	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Renewal Date
APPCANYAS	United States of America	42	Feb 4 2014	86183858			
APPCANYAS	United States of America	9	Jan 18 2012	85517223			
APPFORGE	United States of America	42	Feb 4 2014	86183891			
APPFORGE	United States of America	9	Jan 18 2012	85517224			
APPOFFICE	United States of America	9	Jan 18 2012	85517227			
APPOFFICE	United States of America	42	Feb 4 2014	86183845			
SMART	United States of America	35, 42	Mar 28 2008	77454819	Mar 2 2010	3753800	Mar 2 2020
LOYALTY CLICKS	United States of America	35, 42	May 8 2010	85833700	Jan 4 2011	3899788	Jan 4 2021
LOYALTY CLICKS & Design	United States of America	35, 42	May 8 2010	85833831	Jan 4 2011	3899784	Jan 4 2021
LOYALTYCLICKS	United States of America	35, 42	May 1 2010	85028129	Jul 26 2011	4003537	Jul 26 2021
MOBILESMITH	United States of America	9	Feb 25 2014	86203488			
MOBILESMITH	United States of America	9	Jan 31 2013	85837234			
MOBILESMITH	United States of America	42	Jan 31 2013	85837238			
SMART ATTORNEY	United States of America	9	Mar 27 1995	74652181	Jan 7 1997	2029241	Jan 7 2017
SMART ONLINE	United States of America	35, 38, 42	Oct 7 1998	75579882	Oct 30 2001	2502439	Oct 30 2021