

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312827

<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>
ZIPIT WIRELESS, INC.		07/25/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEXUS MEDICAL PARTNERS, II, L.P.		
<b>Street Address:</b>	400 CROWN COLONY DRIVE		
<b>City:</b>	QUINCY		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	02169		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MAINE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3071592	ZIPIT	
<b>Registration Number:</b>	3447385	[·Z·]	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8649879686		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8649879696		
<b>Email:</b>	docketing@mullinaxpatent.com		
<b>Correspondent Name:</b>	J. BENNETT MULLINAX, LLC		
<b>Address Line 1:</b>	PO BOX 26029		
<b>Address Line 4:</b>	GREENVILLE, SOUTH CAROLINA 29616		
<b>ATTORNEY DOCKET NUMBER:</b>	ZIP-MISC		
<b>NAME OF SUBMITTER:</b>	J. BENNETT MULLINAX		
<b>SIGNATURE:</b>	/J. Bennett Mullinax/		
<b>DATE SIGNED:</b>	08/04/2014		
<b>Total Attachments: 8</b>			
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<b>TRADEMARK</b>			

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, AND THE SECURITY INTEREST GRANTED HEREBY, ARE SUBORDINATED TO THE RIGHTS OF VENTURE LENDING & LEASING VI, INC. PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT AMONG VENTURE LENDING & LEASING VI, INC. AND THE PARTIES HERETO.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of July 25, 2014 by and between Zipit Wireless, Inc., a Delaware corporation ("*Grantor*") and Nexus Medical Partners II, L.P., as Collateral Agent (the "*Collateral Agent*") of the Secured Parties (the "*Secured Parties*") described in the Security and Intercreditor Agreement referenced below.

### RECITALS

A. The Secured Parties have purchased Notes (the "*Notes*") as described in that certain 2014 Senior Subordinated Convertible Note Purchase Agreement dated the date hereof among Grantor and the "Purchasers" described therein (the "*Note Purchase Agreement*").

B. To secure the obligations of Grantor under the Notes, Grantor and the Secured Parties have entered into a Security and Intercreditor Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Security and Intercreditor Agreement*").

C. The Security and Intercreditor Agreement provides for the grant by Grantor to the Collateral Agent, for the ratable benefit of the Secured Parties, of a security interest in certain intellectual property of Grantor to secure the obligations of Grantor under the Notes.

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 now existing or hereafter arising under the Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Notes, Grantor grants and pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, 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. Capitalized terms used but not defined herein have the meanings set forth on Exhibit D hereto.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, under the Security and Intercreditor Agreement. The rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security and Intercreditor Agreement, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent or the Secured Parties provided for herein or in the Security and Intercreditor Agreement, 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 the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security and Intercreditor Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, 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.


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:**

Address of Grantor:

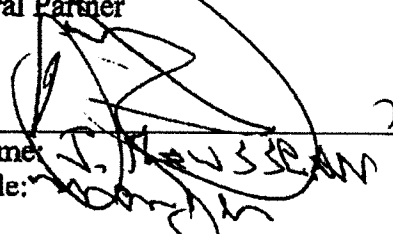
**ZIPIT WIRELESS, INC.**

550 South Main Street, Suite 525  
Greenville, SC 29601

By:   
Name: Frank Greer  
Title: CEO

**THE COLLATERAL AGENT:**

**Nexus Medical Partners II, L.P.**  
By: Nexus Medical, LLC,  
General Partner

By:   
Name: Nexus Medical, LLC  
Title: General Partner

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**  
**PATENTS**

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
Instant Messaging Terminal Adapted for WI-FI Access Points (US Patent)	7,292,870	Issued: 11/6/2007
Instant Messaging Terminal Adapted for WI-FI Access Points (Australian Patent)	2005251096	Issued: 4/8/2010
Instant Messaging Terminal Adapted for WI-FI Access Points (Australian Patent)	2009251161	Issued: 10/6/2011
Instant Messaging Terminal Adapted for WI-FI Access Points (European Patent Application)	05746887.8	11/14/2006
Instant Messaging Terminal Adapted for WI-FI Access Points (Japanese Patent Application)	2007513219	11/13/2006
Instant Messaging Terminal Adapted for WI-FI Access Points (South Korea Patent Application)	10-2006-7026199	12/13/2006
Device Centric Parental Controls for a Device Controlled Through a Web Portal (US Patent Application)	12/236,441 Issued as US 8,086,678 on Dec. 27,2011	Filing Date: 9/23/2008 (Allowed 9/22/2011)
Device Centric Parental Controls for a Device Controlled Through a Web Portal (US Patent Application)	13/275,907 Issued as US 8,190,694 on May 29, 2012	10/18/2011

Device Centric Parental Controls for a Device Controlled Through a Web Portal (US Patent Application)	13/437,135 Issued as US8,775,537 on July 8, 2014	Filing Date: 4/2/2012
Instant Messaging Terminal Adapted for Wireless Communication Access Points (US Patent)	7,894,837	Issued: 2/22/2011
System and Method for Regulating Instant Messaging Between and Instant messaging Terminal and a Mobile Communication Device Using Short Message Service (US Patent Application)	12/332,056	12/10/2008
System and Method for Coupling a Wireless Device to Social Networking Services and a Mobile Communication Device	PCT/US2010/034844	5/14/2010
System and Method for Administration and Operation of One or More Mobile Electronic Communications Devices	PCT/US2010/062280	12/29/2010
Reduced Latency Messaging for Mobile Communications Devices (US Patent Application)	13/862186	Filed 4/12/2013
Reduced Latency Messaging for Mobile Communications Devices (International PCT)	PCT US2013/063439 PUB#: WO 2013/155454	Filed 4/12/2013

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
ZIPIT	3,071,592	03/21/2006
ZIPIT Logo	3,447,385	6/17/2008



## EXHIBIT D

### DEFINITIONS

“Copyrights” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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.

“Intellectual Property Collateral” means all of Grantor’s right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (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 which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) Any and all claims for damages by way of past, present and future infringement 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;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) 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.

“Patents” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

“Trademarks” means any trademark and service mark 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.