

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobileum, Inc.	FORMERLY Roamware, Inc.	10/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth IV, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3361012	ROAMWARE	
Serial Number:	85567836	MOBILEUM	
Serial Number:	86343746	ROAMING 360	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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>			
Phone:	415-381-3283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG4-MOBILEUM		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg2/		
DATE SIGNED:	10/31/2014		
Total Attachments: 3			
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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of October 31, 2014 ("Trademark Agreement"), is between Mobileum, Inc., a Delaware corporation with its principal place of business at 2880 Lakeside Drive, Suite 135, Santa Clara, CA, 95054-2830 ("Assignor") and Partners for Growth IV, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor; together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:
Mobileum, Inc.

By _____
Chief Financial Officer

By _____
Secretary

Assignee:
PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth IV, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Mobileum, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By Jason Georgatos

Name: Jason Georgatos

Title: Manager, Partners for Growth IV, LLC
Its General Partner

**EXHIBIT 1
Mobileum, Inc.**

Trademark Schedule

Trademark	Status	Jurisdiction	App No	App Date	Reg No	Reg Date
MOBILEUM	Registered	European Union	10868818	09-May-2012	10868818	05-Jun-2013
ROAMWARE	Registered	European Union	3040615	08-Feb-2003	003040615	07-Jun-2004
ROAMWARE	Registered	Hong Kong	200302018	04-Apr-2003	300172539	04-Apr-2003
ROAMWARE	Registered	Hong Kong	200302019	04-Apr-2003	300172548	04-Apr-2003
ROAMWARE	Registered	India	1173867	07-Feb-2003	1173867	18-Mar-2005
ROAMWARE	Registered	India	1240557	29-Sep-2003	1240557	17-Mar-2008
MOBILEUM	Pending (Allowed)	United States	85567836	13-Mar-2012		
ROAMING 360	Pending	United States	86343746	14-Jul-2014		
ROAMWARE	Registered	United States	78975301	08-Aug-2002	3361012	25-Dec-2007