

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368403

<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>
FRAGMOB, LLC		12/23/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL II, LLC		
<b>Street Address:</b>	812 Anacapa Street, Suite A		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4858464		
<b>Registration Number:</b>	4858463	FRAGMOB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	4-1023		
<b>NAME OF SUBMITTER:</b>	PATTY CHENG		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	01/07/2016		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 23, 2015 by and between **AGILITY CAPITAL II, LLC**, a California limited liability company ("**Lender**") and **FRAGMOB, LLC**, a California limited liability company ("**Grantor**").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor dated on or about the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired, including all of its intellectual property.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

**FRAGMOB, LLC**

9665 Granite Ridge Drive, Suite 400  
San Diego, CA 92123

By: Jonathan Shapiro

Name: Jonathan Shapiro

Title: President & CFO

Address of Lender:

**AGILITY CAPITAL II, LLC**

812 Anacapa Street, Suite A  
Santa Barbara, CA 93101

By: [Signature]

Name: Timothy Campbell

Title: Managing Director

**EXHIBIT A**

**Copyrights**

If None, check this box:

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B****Patents**If None, check this box: 

<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application Date/ Issue Date</u>
PURCHASE CARD DATA PERSISTENCE USING MOBILE CARD READER IN DIRECT SALES SYSTEM	8,527,368	09/03/2013
GROUP OFFERS FOR DIRECT SALES SYSTEM EMPLOYING NETWORKED MOBILE COMPUTING DEVICES	8,504,435	08/06/2013
CREDIT CARD AUTHORIZATION PROCESS FOR DIRECT SALES SYSTEM EMPLOYING NETWORKED MOBILE COMPUTING DEVICES	8,463,661	06/11/2013
DYNAMIC GROUP OFFER PROCESS FOR DIRECT SALES SYSTEM EMPLOYING NETWORKED MOBILE COMPUTING DEVICES	8,458,044	06/04/2013
REMOTE GIFTING AT EVENT VENUES VIA NETWORKED MOBILE COMPUTING DEVICES	14/033,377	09/20/2013
EVENT TICKET SHARING VIA NETWORKED MOBILE COMPUTING DEVICES	14/031,698	09/19/2013
MANAGEMENT OF DIRECT SALES ACTIVITIES ON NETWORKED MOBILE COMPUTING DEVICES	13/223,268	08/31/2011
GROUP OFFERS FOR DIRECT SALES SYSTEM EMPLOYING NETWORKED MOBILE COMPUTING DEVICES	13/282,419	10/26/2011

**EXHIBIT C**

**Trademarks**

If None, check this box:

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
	4858,464	11/24/2015
FRAGMOB	4858,463	11/24/2015