

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Loan and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Roadie, Inc.		11/20/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 E. Hamilton Ave., #100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4129370	MOBILE ROADIE	
CORRESPONDENCE DATA			
Fax Number:	4157056383		
<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:	415-705-6377		
Email:	tmdocketing@dergnoah.com		
Correspondent Name:	Barbara L. Friedman		
Address Line 1:	One Embarcadero Center, Suite 350		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Barbara L. Friedman		
SIGNATURE:	/blf/		
DATE SIGNED:	12/12/2016		
Total Attachments: 11			
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page1.tif			
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page2.tif			
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page3.tif			
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page4.tif			
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page5.tif			
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page6.tif			

CH \$40.00 4129370

source=Loan and Security Agreement dated 11-20-2012 (redacted)#page7.tif
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page8.tif
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page9.tif
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page10.tif
source=Loan and Security Agreement dated 11-20-2012 (redacted)#page11.tif

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement, dated as of November 24, 2012 (this "*Agreement*"), is entered by and between Mobile Roadie, Inc. ("*Borrower*"), and Montage Capital II, L.P., a Delaware limited partnership ("*Lender*"). All capitalized terms used herein and not otherwise defined shall have the meanings provided in Section 13 hereof.

The parties agree as follows:

I. THE ADVANCES.

1.1 Nonrevolving Advances. Subject to the terms and conditions of this Agreement, Lender will make an initial Advance to Borrower in a principal amount of _____ on the date of this Agreement (the "First Tranche Advance"). An additional Advance of up to _____ will be made to Borrower on or before April 30, 2013 (the "Second Tranche Advance") upon Borrower's request and subject to the terms of this Agreement, so long as no Default has occurred and is continuing, and Borrower has achieved at least 80% of its projected revenues as set forth in Borrower's financial projections attached hereto as Exhibit A for the six month period ending March 31, 2013. An additional Advance of up to _____ will be made to Borrower on or before July 31, 2013 (the "Third Tranche Advance") upon Borrower's request and subject to the terms of this Agreement, so long as no Default has occurred and is continuing, and Borrower has achieved at least 80% of its projected revenues as set forth in Borrower's financial projections attached hereto as Exhibit A for the three month period ending June 30, 2013. To request an Advance after the Closing Date, Borrower shall notify Lender by 3:00 p.m. Pacific time at least three business days before the date of the Advance, which will be a business day. Borrower shall promptly confirm any oral notification in writing. Lender will transfer the amount of each Advance to Borrower's account that is subject to an account control agreement in favor of Lender.

1.2 Payments.

(a) Advances. Interest shall accrue on the unpaid principal amount of the Advances from the date of each Advance until the Advances are paid in full, at the fixed rate of interest equal to 12.75% per annum, calculated upon a year of 365 or 366 days (as applicable) and actual days elapsed. Borrower will pay interest on the outstanding Advances on the first day of each month, in arrears, beginning with the first day of the first month following the Closing Date. Beginning on May 1, 2013 and continuing on the first day of each month thereafter, Borrower shall make principal payments to Lender of (i) _____, plus accrued interest, if Borrower has received only the First Tranche Advance, or (ii) _____ if Borrower has received the Second Tranche Advance, plus accrued interest. If Borrower has received the Second Tranche Advance and the Third Tranche Advance, then beginning on August 1, 2013 and continuing on the first day of each month thereafter, Borrower shall make principal payments to Lender _____ plus accrued interest, instead of the amounts listed in the prior sentence. The entire outstanding principal balance of the Advances, all accrued and unpaid interest thereon, and all fees and other amounts outstanding hereunder shall be immediately due and payable on the Maturity Date. All payments shall be applied first to fees and expenses, then to interest and then to principal. Borrower may prepay all or any portion of the outstanding balance through the Maturity Date pursuant to Section 1.2(d) below, but any amount that is repaid may not be reborrowed.

(b) Place and Manner. Borrower shall make all payments due to Lender in lawful money of the United States, in immediately available funds, at the address of Lender set forth in Section 10 hereof. Lender may debit any of Borrower's deposit accounts, including Borrower's account at Citibank for any amounts due under this Agreement.

(c) Late Payment. Any amounts not paid when due shall bear interest at a rate equal to 5% above the otherwise applicable rate.

(d) Optional Prepayment. Borrower shall have the option to prepay any or all of the Advances made by Lender under this Agreement, provided Borrower provides written notice to Lender of its

election to prepay the Advances at least ten (10) days prior to such prepayment, and pays, on the date of such prepayment, the applicable amount of principal, plus accrued interest, plus all other sums, if any, that shall have become due and payable and relate to such amount, plus (iv) a prepayment fee equal to 2.0% of such principal amount of such Advances if such prepayment occurs on or prior to the first anniversary of the Closing Date, or a prepayment fee equal to 1.0% of such principal amount of such Advances if such prepayment occurs after the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date (such prepayment fee being referred to as the "Prepayment Fee"). For the sake of clarity, no Prepayment Fee shall be paid regarding prepayments made after the second anniversary of the Closing Date.

(e) Fees. On the Closing Date, Borrower will pay Lender a fee of _____ On the date the Second Tranche Advance is made, Borrower shall pay to Lender a fee of _____ On the date the Third Tranche Advance is made, Borrower shall pay to Lender a fee of _____. At Borrower's election, such fees may be deducted from the applicable Advance being made to Borrower.

1.3 Lender Expenses. Borrower will pay to Lender, (i) on the Closing Date, all reasonable costs or expenses (including reasonable attorneys' fees) incurred in connection with the preparation of the Transaction Documents through the Closing Date, and (ii) after the Closing Date, all costs and expenses (including reasonable attorneys fees and expenses), as and when they become due, incurred in connection with the preparation of the Transaction Documents; reasonable Collateral audit fees; and Lender's reasonable attorneys' fees and expenses incurred in amending, enforcing or defending the Transaction Documents (including fees and expenses of appeal), incurred before, during and after an Insolvency Event, whether or not suit is brought (collectively, the "Lender Expenses"). Lender acknowledges that Borrower has paid a _____ deposit prior to the Closing Date, which shall be applied towards Lender Expenses incurred through the Closing Date, with any remaining amount returned to Borrower within 45 days of the Closing Date.

2. CLOSING.

2.1 Conditions to First Advance. Before the funding of the initial Advance, (a) Lender must receive the items listed on the closing checklist as of the Closing Date, (b) no Default shall have occurred and be continuing, (c) no event or condition shall exist that has had or could be reasonably expected to have a Material Adverse Effect, and (d) the representations and warranties contained in this Agreement and the other Transaction Documents of Borrower shall be true and correct as if made on the date of funding of the Advance.

2.2 Conditions to Subsequent Advances. Before the funding of any other Advances, the conditions set forth in Section 2.1 shall have been satisfied by Borrower or waived in writing by Lender, and Borrower shall have delivered to Lender a written request for advance in form reasonably acceptable to Lender and such other documents as required by Lender.

3. GRANT OF SECURITY INTEREST. As security for performance of the Obligations, Borrower grants Lender a security interest in the Collateral. Borrower authorizes Lender to file a financing statement to perfect this security interest, and Borrower will take such actions as Lender deems appropriate from time to time to perfect or continue the security interest granted hereunder. Borrower will take such actions as Lender requests to obtain assignment of claims notices and such other documents as Lender requests in connection with any accounts owing to Borrower by any governmental entity.

4. REPRESENTATIONS AND WARRANTIES. Except as set forth to the contrary in the Schedule of Exceptions attached hereto (the "Schedule of Exceptions"), Borrower represents to Lender on the date hereof and each date on which each Advance is requested, as follows: (a) Borrower is not in default under any agreement under which Borrower owes any money, or any agreement, the violation or termination of which could have a Material Adverse Effect; (b) Borrower has taken all action and obtained all consents necessary to authorize the execution, delivery and performance of the Transaction Documents; (c) Borrower has good title to the Collateral and there are no liens, security interests or other encumbrances on the Collateral other than the security interest granted to Lender hereunder and Permitted Liens; (d) the execution and performance of the Transaction Documents do not conflict with, or constitute a default under, any agreement to which Borrower is party or by which Borrower is bound or a Legal Requirement; (e) the information provided to Lender on or prior to the date of the Advances is true and correct in all material respects; (f) all financial statements and other information provided to Lender fairly present

Borrower's financial condition, and there has not been a material adverse change in the financial condition of Borrower since the date of the most recent of the financial statements submitted to Lender; (g) Borrower owns the patents, copyrights or trademarks, or is a licensee thereof, listed on the schedules attached to the Intellectual Property Security Agreement, and any other intellectual property necessary for or material to the conduct of its business; (h) Borrower is in compliance with all material Legal Requirements; (i) Borrower is not party to any litigation and is not the subject of any government investigation, and Borrower has no knowledge of any pending litigation or investigation or the existence of circumstances that reasonably could be expected to give rise to such litigation or investigation; (j) Borrower does not own any shares or other equity interests in any corporation, partnership, limited liability company or other entity; (k) Borrower's inventory is in all material respects of good and marketable quality, free from material defects, except for inventory for which adequate reserves have been made in accordance with GAAP, (l) all Collateral is in good operating condition and repair, subject to ordinary wear and tear, and Borrower has made all economically reasonable and necessary repairs thereto; (m) each account receivable represents an undisputed bona fide existing unconditional obligation of the account debtor created by the sale, delivery and acceptance of goods or the rendition of services in the ordinary course of Borrower's business; (n) (i) Borrower is able to pay its debts (including trade debts) as they mature; (ii) the fair saleable value of Borrower's assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; and (iii) Borrower is not left with unreasonably small capital after the transactions contemplated by this Agreement and the other Transaction Documents, and (o) no representation or other statement made by Borrower to Lender in any Transaction Document or any certificate or instrument delivered by Borrower to Lender in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make any statements made to Lender not misleading.

5. AFFIRMATIVE COVENANTS.

5.1 Financial Information. Borrower will provide Lender (i) as soon as available, but in any event within 30 days after the last day of each month, monthly company-prepared consolidated financial statements including monthly recurring revenue, ARPU and churn, in form and substance satisfactory to Lender, which, beginning with month ending March 31, 2013 shall be prepared in accordance with GAAP; (ii) as soon as available, but in any event within 30 days after the last day of each month, aged listings by invoice date of accounts payable and accounts receivable; (iii) as soon as available, but in any event within 120 days after the last day of Borrower's fiscal year, financial statements prepared by Borrower's certified public accountant in form and substance satisfactory to Lender, prepared in accordance with GAAP; (iv) within 15 days of filing, copies of Borrower's tax returns, with schedules; (v) within 30 days after the last day of each month, a Compliance Certificate in the form attached hereto as Exhibit B, executed by an officer of Borrower; (vi) promptly upon filing, copies of any documents or applications filed with the U.S. Copyright Office or U.S. Patent and Trademark Office; (vii) as soon as available, but in any event no later than thirty (30) days prior to the beginning of Borrower's next fiscal year, annual operating projections (including income statements, balance sheets and cash flow statements presented in a monthly format) for such fiscal year, in form and substance reasonably satisfactory to Lender ("Financial Projections"); and (viii) promptly upon Lender's request, such other information relating to Borrower's operations and condition as Lender may reasonably request from time to time.

5.2 Good Standings; Existence; Compliance with Laws. Borrower and each Subsidiary will maintain its corporate existence and good standing and will maintain in force all licenses and agreements necessary or appropriate to the conduct of its business. Borrower and each Subsidiary will pay all taxes on or before the date such taxes are due, and will comply with all Legal Requirements.

5.3 Financial Covenants.

(a) Maximum Churn. Borrower's average monthly churn (calculated in accordance with past practices consistent with the detailed financial projections provided to Lender prior to the date hereof) shall not exceed 3% during any rolling 90 day period.

(b) Expenses. Borrower's actual expenses shall not exceed Borrower's projected expenses by more than 20%. Borrower's projected expenses through 2013 are set forth in the financial projections in Exhibit A. This covenant will be applied to Borrower's Financial Projections in 2014 and beyond while any Obligations are outstanding.

5.4 Inspection and Audit Rights. Lender shall have (i) a right to visit and inspect any of the properties of Borrower and its Subsidiaries, including a right to examine and copy Borrower's and its Subsidiaries' books and records from time to time upon reasonable notice to Borrower and (ii) to discuss its affairs, finances and accounts with the Company's officers and its independent public accountants, at such reasonable times and as often as Lender may reasonably request. Lender may audit Borrower's Collateral at Borrower's expense. Such audits will be conducted no more often than annually unless an Event of Default has occurred and is continuing. Lender will give Borrower 10 days advance notice of such an audit, unless an Event of Default has occurred and is continuing.

5.5 Insurance.

(a) Borrower will maintain insurance in a form acceptable to Lender relating to the Collateral and Borrower's business in amounts and of a type acceptable to Lender. Any insurance on the Collateral shall include a lender's loss payable endorsement in favor of Lender as an additional loss payee, and any liability insurance shall show Lender as an additional insured. Following an Event of Default, all proceeds payable under any such policy shall, at the option of Lender, be payable to Lender to be applied on account of the Obligations.

(b) Within 90 days of the Closing Date, Borrower shall obtain and maintain key man life insurance on Michael Schneider in the minimum amount of _____ naming Lender as a beneficiary, in form and substance satisfactory to Lender.

5.6 Account Control Agreement(s). On and after the 60th day following the Closing Date, all of Borrower's domestic operating, depository and investment accounts shall be subject to account control agreement(s), in form and substance satisfactory to Lender. Borrower may maintain its accounts with HSBC outside of the United States, provided that at no time shall the aggregate value in such accounts exceed _____ and Borrower shall promptly transfer any excess in such accounts to its domestic accounts in which Lender has a perfected security interest.

6. NEGATIVE COVENANTS. Borrower will not do any of the following:

6.1 Investments. Make any investments in, or loans or advances to, any Person other than in the ordinary course of business as currently conducted.

6.2 Acquisitions; Mergers. Acquire the stock or other equity interest in, or any assets of, any Person other than in the ordinary course of business as currently conducted, or enter into any merger or consolidation with any Person.

6.3 Distributions. Make any distributions or pay any dividends to any Person on account of any equity ownership interest in Borrower or any Subsidiary, or make any payment on account of or in redemption, retirement or purchase of any capital stock of Borrower or any Subsidiary, provided as long as an Event of Default is not continuing, Borrower may repurchase capital stock to the extent provided under employment or contractor agreements.

6.4 Affiliate Transactions. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower or any Subsidiary, except for transactions in the ordinary course of business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arms-length transaction with a non-affiliated Person,

6.5 Transfers. Dispose of any interest in Borrower's or any Subsidiary's assets, except for dispositions of assets in the ordinary course of business as currently conducted,

6.6 Subsidiaries. Create any direct or indirect subsidiary of Borrower,

6.7 Corporate Changes. Change Borrower's or any Subsidiary's state of incorporation or name or engage in any business, or permit any of its Subsidiaries to engage in any business, other than the businesses currently engaged in by Borrower and any business substantially similar or related thereto (or incidental thereto); or

cease to conduct business in the manner conducted by Borrower as of the Closing Date; or experience a change in management; or suffer or permit a Change in Control.

6.8 Indebtedness. Create, incur, assume or be liable for any Indebtedness, other than Permitted Indebtedness.

6.9 Liens; Encumbrances. Create, incur, or allow any Lien on any of its property or assign or convey any right to receive income, except for Permitted Liens.

6.10 Subordinated Debt. Make any payment on any Subordinated Debt, except under the terms of the Subordinated Debt, or amend any provision in any document relating to the Subordinated Debt.

7. INVESTMENT RIGHT. At Lender's option, Lender or its affiliates, participants and/or assigns, is granted the right but not the obligation to purchase up to of Borrower's equity or convertible debt securities of the same class and series, for the same price and on the same terms as are offered to other investors in the next sale or issuance of securities after the Closing Date in one closing or in related transactions in which Borrower receives net cash proceeds of at least (the "Next Round"). Borrower will promptly notify Lender at least 15 days prior to the close of the Next Round, and Lender will have 30 days after receipt of that notice to participate, in which case Lender will be party to the stock purchase agreement, investor rights agreement, and other agreements executed by the other purchasers in connection with the Next Round.

8. EVENTS OF DEFAULT; REMEDIES.

8.1 Events of Default. Any one or more of the following shall constitute an "*Event of Default*" under this Agreement: (a) Borrower's failure (i) to pay all or any part of the principal or interest hereunder on the date due and payable, or (ii) to comply with any agreement or covenant set forth in this Agreement or any other Transaction Document, or (iii) to comply with the terms of any material agreement to which Borrower is a party or by which it is bound, or any agreement pursuant to which Borrower has incurred indebtedness, or (iv) to comply with any Legal Requirements; or (b) the occurrence of an Insolvency Event; or (c) any representation made to Lender in this Agreement or any other Transaction Document, or any information given to Lender by or on behalf of Borrower, shall be incorrect in any material respect; or (d) any part of the Collateral becomes subject to an attachment, lien, security interest or levy in favor of any Person other than Lender, other than Permitted Liens; or (e) a judgment or judgments for the payment of money shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) days; or (f) if Michael Schneider ceases to be the chief executive officer of Borrower; or (g) the occurrence or existence of any circumstance that has or could reasonably be expected to have a Material Adverse Effect.

8.2 Remedies. Upon the occurrence of an Event of Default, all unpaid principal, accrued interest and other amounts owing hereunder shall, at the option of Lender, be immediately due and payable and collectible by or on behalf of Lender, and Lender may exercise all of the rights of a secured party under the Uniform Commercial Code and any other applicable law. Lender may immediately set off and apply to any obligation outstanding hereunder and under any other Transaction Document any balances or deposits held by Lender or any indebtedness at any time owing to or for the credit or the account of Borrower held by Lender. Borrower shall assemble the Collateral in accordance with Lender's directions, and Lender shall have a right at Borrower's sole expense to dispose of all or any portion of the Collateral in the order and manner that Lender elects, in its sole discretion, in any commercially reasonable manner. Lender shall have a royalty-free license to use any name, trademark, or any property of Borrower to complete production of, advertisement for, and disposition of any Collateral and Lender shall have a license to enter into, occupy and use Borrower's premises and the Collateral without charge to exercise any of Lender's rights or remedies under this Agreement or under any other Transaction Document. Borrower irrevocably appoints Lender (and any of Lender's designated employees or agents) as Borrower's true and lawful attorney in fact to do any of the following following the occurrence and during the continuance of an Event of Default: endorse Borrower's name on any checks or other forms of payment; make, settle and adjust all claims under and decisions with respect to Borrower's policies of insurance; settle and adjust disputes and claims respecting accounts receivable with account debtors; execute and deliver all notices, instruments and agreements in connection with the perfection of the security interest granted in this Agreement or under any other Transaction Document; and sell, lease or otherwise dispose of all or any part of the Collateral. The appointment of Lender as

Borrower's attorney in fact, and each of Lender's rights and powers, being coupled with an interest, is irrevocable until all amounts owing to Lender under this Agreement and the other Transaction Documents have been repaid in full.

9. WAIVERS; INDEMNITY. Borrower waives notice of default, presentment and demand for payment, notice of dishonor, protest and notice of protest under this Agreement and any other Transaction Document. Borrower shall pay all costs of collection and enforcement of this Agreement when incurred, including reasonable attorneys' fees, costs and expenses incurred before, after or in connection with of an Insolvency Event. Lender shall not in any case be liable for any loss of, or damage to, the Collateral, the risk of which shall be borne by Borrower at all times. Borrower shall indemnify and hold Lender harmless from any claim, obligation or liability (including without limitation reasonable attorneys fees and expenses) arising out of this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, including any claim, obligation or liability arising before, after or in connection with an Insolvency Event, other than claims or liabilities caused by Lender's gross negligence or willful misconduct. The indemnity obligation hereunder shall survive repayment of all Obligations and termination of this Agreement until all applicable statute of limitation periods as to actions that may be brought against Lender have run.

10. NOTICES. Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other Transaction Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by facsimile, to Borrower or to Lender, as the case may be, at its addresses set forth below:

If to Borrower:

Mobile Roadie, Inc.
8670 Wilshire Blvd.
Beverly Hills, CA 90211
Attn: Michael Schneider, CEO
Fax: _____

If to Lender:

Montage Capital II, L.P.
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Eric Gonzales
Fax: (408) 973-7213

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

11. JURY WAIVER; JUDICIAL REFERENCE. LENDER AND BORROWER WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING WITHOUT LIMITATION CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IF THIS JURY WAIVER IS FOR ANY REASON UNENFORCEABLE, THE PARTIES AGREE TO RESOLVE ALL CLAIMS, CAUSES AND DISPUTES THROUGH JUDICIAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ, BEFORE A MUTUALLY ACCEPTABLE REFEREE IN SANTA CLARA COUNTY SITTING WITHOUT A JURY OR, IF THE PARTIES CANNOT AGREE ON A REFEREE, THAN ONE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR SANTA CLARA COUNTY, CALIFORNIA. NOTHING IN

THIS SECTION SHALL RESTRICT A PARTY FROM EXERCISING PRE-JUDGMENT REMEDIES OR ITS RIGHTS UNDER THE UNIFORM COMMERCIAL CODE.

12. MISCELLANEOUS. Lender may assign all or any part of its interest in this Agreement and the Advances to any Person, or grant a participation of any interest in this Agreement, without notice to, or the consent of, Borrower. This Agreement can be amended only by an instrument signed by Lender and Borrower. All prior agreements, understandings and negotiations are superseded by this Agreement. Borrower may not assign any obligation hereunder without Lender's consent, which may be granted or withheld in Lender's sole discretion. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision. All covenants, representations and warrants made in this Agreement shall continue in full force and effect so long as any obligations hereunder remain outstanding. This Agreement shall be governed by the internal laws of the State of California, without regard to conflicts of laws rules. Borrower and Lender consent to the jurisdiction of the United States District Court of the Northern District of California and the state courts for Santa Clara, California. Borrower authorizes Lender to use Borrower's tradename and/or logo in Lender's promotional material, including on Lender's web site.

13. DEFINITIONS.

"*Advance*" or "*Advances*" means a cash advance or cash advances under Section 1.1.

"*Affiliate*" means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person's senior executive officers and directors.

"*Change in Control*" shall mean a transaction in which any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of shares of all classes of stock then outstanding of Borrower ordinarily entitled to vote in the election of directors, empowering such "person" or "group" to elect a majority of the Board of Directors of Borrower, who did not have such power before such transaction.

"*Closing Date*" means the date of this Agreement.

"*Collateral*" means all of Borrower's personal property, now owned or hereafter acquired, including without limitation all accounts, chattel paper, deposit accounts, documents, equipment, general intangibles (including intellectual property, patents, copyrights, trademarks, and goodwill), goods, fixtures, instruments, inventory, financial assets, investment property, letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and all products and proceeds thereof, as defined in this Agreement and the Uniform Commercial Code. Notwithstanding the foregoing, the Collateral shall not include nonassignable leases for real property which prohibit the granting of a security interest therein, which by their terms require the consent of the lessor thereof (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Uniform Commercial Code),

"*Contingent Obligations*" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including, without limitation, any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards, or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to

the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"Default" means any Event of Default and any event, fact or condition that has occurred that, with the passage of time or notice or both would (if not cured or waived) constitute an Event of Default.

"Event of Default" shall have the meaning given to such term in Section 6.

"GAAP" is generally accepted accounting principles in effect in the United States.

"Governmental Authority" means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency or any other political subdivision, or any entity exercising executive, legislative judicial, regulatory or administrative functions of government.

"Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, and (d) all Contingent Obligations.

"Insolvency Event" means Borrower's becoming insolvent, or becoming the subject of any case or proceeding under the United States Bankruptcy Code or any other law relating to the reorganization or restructuring of debt, or if any of Borrower's assets is attached or becomes subject to levy or judicial proceeding

"Legal Requirement" means any statute, ordinance, code, law, rule, regulation, order or other requirement, standard, procedure enacted, adopted or applied by any Governmental Authority, including, decisions, orders, writs, awards, or injunctions of an arbitrator or a court or other Governmental Authority.

"Material Adverse Effect" means a material adverse effect on (i) the business operations, condition (financial or otherwise) or prospects of Borrower, (ii) the ability of Borrower to repay the Obligations or otherwise perform its obligations under the Transaction Documents, or (iii) Borrower's interest in, or the value, perfection or priority of Lender's security interest in the Collateral.

"Maturity Date" means October 31, 2015.

"Obligations" means all present and future indebtedness, guarantees, liabilities, and other obligations of Borrower to Lender under this Agreement and the other Transaction Documents, or otherwise including Borrower's obligation to pay the Buyout Fee set forth in the Warrant.

"Permitted Indebtedness" means:

- (a) Indebtedness of Borrower in favor of Lender arising under this Agreement or any other Transaction Document;
- (b) Indebtedness not to exceed _____ in the aggregate in any fiscal year of Borrower secured by a lien described in clause (c) of the defined term "Permitted Liens;" provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;
- (c) Subordinated Debt;
- (d) Indebtedness to trade creditors incurred in the ordinary course of business; and
- (e) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (c) above, provided that the principal amount thereof is not increased or the

terms thereof are not modified to impose more burdensome terms upon Borrower or a Subsidiary, as the case may be.

"Permitted Liens" means:

(a) Any liens (i) existing on the Closing Date and disclosed on the Schedule of Exceptions on or before the Closing Date (excluding liens to be satisfied with the proceeds of the Advance) or (ii) arising under this Agreement or the other Transaction Documents;

(b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings and for which Borrower maintains adequate reserves, provided the same have no priority over any of Lender's security interests;

(c) Purchase money liens (i) on equipment acquired or held by Borrower incurred for financing the acquisition of the equipment and software, or (ii) existing on equipment when acquired, if the lien is confined to the property and improvements and the proceeds of the equipment;

(d) Leases or subleases and licenses or sublicenses granted in the ordinary course of Borrower's business;

(e) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 8; and

(f) Liens in favor of other financial institutions arising in connection with Borrower's deposit accounts held at such institutions to secured standard fees for deposit services charged by, but not financing made available by such institutions, provided that Lender has a perfected security interest in the amounts held in such deposit accounts.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

"Schedule of Exceptions" is defined in Section 4.

"Subordinated Debt" means any debt incurred by Borrower that is subordinated in writing to the debt owing by Borrower to Lender on terms acceptable to Lender.

"Subsidiary" means means any corporation, partnership or limited liability company or joint venture in which (i) any general partnership interest or (ii) more than 50% of the stock, limited liability company interest or joint venture of which by the terms thereof ordinary voting power to elect the Board of Directors, managers or trustees of the entity, at the time as of which any determination is being made, is owned by Borrower, either directly or through an Affiliate.

"Transaction Documents" means this Agreement, the intellectual property security agreement, the warrant and the other agreements entered into in connection with this Agreement.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the state of California.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first day above written.

BORROWER:

Mobile Roadie, Inc.

By:  _____

Name: Michael Schneider

Title: CEO

LENDER:

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first day above written.

BORROWER:

Mobile Roadie, Inc.

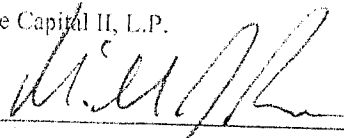
By: _____

Name: _____

Title: _____

LENDER:

Montage Capital II, L.P.

By:  _____

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR