

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DECARTA, INC.		06/08/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2841882	DRILL DOWN SERVER	
Registration Number:	2733076	RICH MAP ENGINE	
Registration Number:	2938799	TRAFFIC MANAGER	
Registration Number:	3552089	DECARTA	
CORRESPONDENCE DATA			
Fax Number:	(408)852-4475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@virtuallawpartners.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	Virtual Law Partners LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-DECARTA-TMS		
NAME OF SUBMITTER:	Diana Sanchez Bentz		

OP \$115.00 2841882

900166444

TRADEMARK
REEL: 004238 FRAME: 0273

Signature:	/dsb0068/
Date:	07/08/2010
Total Attachments: 9 source=SVB_deCarta_IPSA_executed#page1.tif source=SVB_deCarta_IPSA_executed#page2.tif source=SVB_deCarta_IPSA_executed#page3.tif source=SVB_deCarta_IPSA_executed#page4.tif source=SVB_deCarta_IPSA_executed#page5.tif source=SVB_deCarta_IPSA_executed#page6.tif source=SVB_deCarta_IPSA_executed#page7.tif source=SVB_deCarta_IPSA_executed#page8.tif source=SVB_deCarta_IPSA_executed#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2010 by and between SILICON VALLEY BANK ("Bank") and DECARTA, INC. ("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 November 13, 2009 (as the same may be amended, modified or supplemented from time to time, the "Revolving Loan Agreement") and that certain Loan and Security Agreement (EX-IM Loan Facility) by and between Bank and Grantor dated November 13, 2009 (as the same may be amended, modified or supplemented from time to time, the "EX-IM Agreement", and together with the Revolving Loan Agreement, the "Loan Agreements"). As used herein, "Loan Documents" shall mean all "Loan Documents" as defined in both of the Loan Agreements. 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Loan Agreements, 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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

a) 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

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 that may be available to Grantor now or hereafter existing, created, acquired or held;

d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

e) Any trademark and servicemark 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

g) Any and all claims for damages by way of past, present and future infringements 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;

h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

j) 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreements 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.

Effective upon the Collateral Change Date (as defined in the Revolving Loan Agreement), the security interest granted herein shall terminate and all rights to the Intellectual Property Collateral shall revert to Grantor to the extent such Intellectual Property Collateral is not included within the "Collateral" described in Exhibit A-2 of the Revolving Loan Agreement.

Upon any such termination, Bank shall execute and deliver to Grantor such documents as Grantor may reasonably request to evidence such termination.

[Signature page follows.]

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:

DECARTA, INC.

Address of Grantor:
Four North Second Street, Suite 950
San Jose, CA 95113

Attn: Michael Seifert
Chief Financial Officer

By: Michael E. Seifert

Title: _____
Michael Seifert
Chief Financial Officer

BANK:

SILICON VALLEY BANK

Address of Bank:
2400 Hanover Street
Palo Alto, CA 94304
Attn: Julia Bobrovich

By: Julia Bobrovich

Title: RM

EXHIBIT A

COPYRIGHTS

<u>DESCRIPTION</u>	REGISTRATION/ APPLICATION <u>NUMBER</u>	REGISTRATION/ APPLICATION <u>DATE</u>
DRILL DOWN SERVER (ELECTRONIC FILE)	TX0007038455	2009-02-20

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR PROVIDING MATCHING AND INTRODUCTION SERVICES TO PROXIMATE MOBILE USERS AND SERVICE PROVIDERS	6819919 09691322	11/16/2004 10/18/2000
METHOD AND SYSTEM FOR USING A VOICE CHANNEL WITH A DATA SERVICE	09784096 US20020116175	02/16/2001 08/22/2002
METHOD AND SYSTEM FOR AUTOMATICALLY INITIATING A TELECOMMUNICATIONS CONNECTION BASED ON DISTANCE	6542748 09876145 US20020111173	04/01/2003 06/08/2001 08/15/2002
METHOD AND SYSTEM FOR CONNECTING PROXIMATELY LOCATED MOBILE USERS BASED ON COMPATIBLE ATTRIBUTES	6542749 09876146 US20020090954	04/01/2003 06/08/2001 07/11/2002
METHOD AND SYSTEM FOR SELECTIVELY CONNECTING MOBILE USERS BASED ON PHYSICAL PROXIMITY	6542750 09876148 US20020107008	04/01/2003 06/08/2001 08/08/2002
METHOD AND SYSTEM FOR CONNECTING MOBILE USERS BASED ON DEGREE OF SEPARATION	6539232 09876153 US20020086676	03/25/2003 06/08/2001 07/04/2002
METHOD AND SYSTEM FOR ANALYZING ADVERTISEMENTS DELIVERED TO A MOBILE UNIT	6647269 09898496 US20020102993	11/11/2003 07/05/2001 08/01/2002
METHOD AND APPARATUS FOR LOCATION-SENSITIVE, SUBSIDIZED CELL PHONE BILLING	7668765 09898497 US20020123934	02/23/2010 07/05/2001 09/05/2002
MANAGING AND QUERYING MOVING POINT DATA	7010308 10012367 US20020151315	03/07/2006 12/12/2001 10/17/2002
SYSTEM AND METHOD FOR INITIATING RESPONSES TO LOCATION-BASED EVENTS	10198622 US20030060214	07/17/2002 03/27/2003
GEOCODING LOCATIONS NEAR A SPECIFIED CITY	11018566 US20050171691	12/20/2004 08/04/2005
AUTOMATED PRIORITIZATION OF MAP OBJECTS	11187638 US20060041376	07/22/2005 02/23/2006
GENERALIZATION OF FEATURES IN A DIGITAL MAP	11460226 US20070024624	07/26/2006 02/01/2007

TRADEMARK

REEL: 004238 FRAME: 0280

SYSTEM AND METHOD OF OPTIMIZING DATABASE QUERIES IN TWO OR MORE DIMENSIONS	6470287 09231515	10/22/2002 01/14/1999
SYSTEM AND METHOD OF OPTIMIZING DATABASE QUERIES IN TWO OR MORE DIMENSIONS	7035869 10278126 US20030187867	04/25/2006 10/22/2002 10/02/2003
SYSTEM AND METHOD OF OPTIMIZING DATABASE QUERIES IN TWO OR MORE DIMENSIONS	11385625 US20060184519	03/20/2006 08/17/2006
USER INTERFACE TO AID SYSTEM INSTALLATION	7221267 10726982 US20050125118	05/22/2007 12/03/2003 06/09/2005
SOFTWARE AND PROTOCOL STRUCTURE FOR AN AUTOMATED USER NOTIFICATION SYSTEM	7489921 11034675 US20050197106	02/10/2009 01/13/2005 09/08/2005
METHOD FOR SYNTHESIZING MOBILE IDENTIFICATION NUMBERS	6810244 09990614 US20020052190	10/26/2004 11/21/2001 05/02/2002
GRADUALLY CHANGING PERSPECTIVE MAP	12384337 US20090244100	04/01/2009 10/01/2009
RETRIEVAL OF VEHICULAR TRAFFIC INFORMATION OPTIMIZED FOR WIRELESS MOBILE ENVIRONMENTS	12416812 US20090254272	04/01/2009 10/08/2009
TRANSMISSION OF ROUTES BETWEEN CLIENT AND SERVER USING ROUTE IDS	12416920 US20090248291	04/01/2009 10/01/2009
GENERALIZATION OF FEATURES IN A DIGITAL MAP USING ROUND NUMBER COORDINATES	12187341 US20090040229	08/06/2008 02/12/2009
DRAGGABLE MAPS	11706065 US20070229524	02/13/2007 10/04/2007
HIGH PRECISION INTERNET LOCAL SEARCH	11608791 US20070143318	12/08/2006 06/21/2007
DYNAMICALLY CONFIGURED RENDERING OF DIGITAL MAPS	11865720 US20080147824	10/01/2007 06/19/2008
SOFTWARE AND PROTOCOL STRUCTURE FOR AN AUTOMATED USER NOTIFICATION SYSTEM	7310509 09837738 US20020186691	12/18/2007 04/16/2001 12/12/2002

EXHIBIT C

TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DRILL DOWN SERVER	2841882	05/11/2004
RICH MAP ENGINE	2733076	07/01/2003
TRAFFIC MANAGER	2938799	04/05/2005
DECARTA	3552089	12/23/2008

EXHIBIT D

MASK WORKS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE