

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
M-QUBE, INC.		12/09/2011	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2790667	M-QUBE	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5016		
Phone:	8586771416		
Email:	lisa.ortiz@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	ATTN: LISA ORTIZ		
Address Line 2:	4365 EXECUTIVE DRIVE, SUITE 1100		
Address Line 4:	SANTA CLARA, CALIFORNIA 95054		
ATTORNEY DOCKET NUMBER:	354271-000181		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		

CH \$40.00 2790667

Date:

12/12/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 9, 2011 by and between SILICON VALLEY BANK ("Bank") and M-QUBE, INC, a Delaware corporation ("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 and certain of its Affiliates dated as of December 9, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). 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 to secure the obligations of Grantor under the Loan Agreement.

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

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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

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:

6601 Center Drive West Suite 700
Los Angeles, CA 90045

Attn: Chief Financial Officer

M-QUBE, INC.

By:  _____

Title: Director _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Manager

SILICON VALLEY BANK

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

M-QUBE, INC.

6601 Center Drive West Suite 700
Los Angeles, CA 90045

By: _____

Title: _____

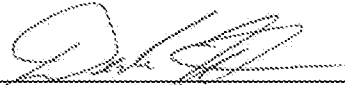
Attn: Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Title: Senior Relationship Manager

Attn: Manager

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Wireless messaging address system and method	10521520	2/23/07
Mobile messaging short code translation and routing system and method	10556963	5/7/07
System and method for determining and delivering appropriate multimedia content to data communication devices	10556975	1/22/09
System and method using presence in a data network to facilitate communication	10556976	5/7/09
Sender identification system and method	11109776	4/20/05
System and method to initiate a mobile data communication utilizing a trigger system	7403788	7/22/08
System and method to initiate a mobile data communication utilizing a trigger system	7792518	9/7/10
Integrated interactive messaging system and method	8051132	11/1/11
System and method to initiate a mobile data communication utilizing a trigger system	12846691	7/29/10
Integrated Interactive Messaging System and Method	60397402	7/19/02
Integrated Interactive Messaging System and Method	PCT/US2003/23642	7/18/03
Mobile Messaging Short Code Translation And Routing System And Method	PCT/US2004/015434	5/17/04
Mobile Messaging Short Code Translation And Routing System And Method	60471016	5/16/03
Sender Identification and Method	PCT/US2006/014727	4/19/06
System and method for determining and delivering appropriate multimedia content to data communication devices	PCT/US2004/015729	5/17/04
System and method for determining and delivering appropriate multimedia content to data communication devices	60471001	5/16/03
System And Method To Initiate A Mobile Data Communication Utilizing A Trigger System	PCT/US2003/022661	7/18/03
System And Method To Initiate A Mobile Data Communication Utilizing A Trigger System	60397435	7/19/02
System And Method Using Presence in a Data Network to Facilitate Communication	PCT/US2004/015432	5/17/04

System And Method Using Presence In A Data Network To Facilitate Communication	60471191	5/16/03
Wireless Messaging Address System and Method	PCT/US2003/23643	7/18/03
Wireless Messaging Address System and Method	60396959	7/18/02
Integrated Interactive Messaging System and Method	13285877	10/31/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
M-QUBE	2790667	12/9/03