

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSN Mobile, Inc.		06/24/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Fulcrum Growth Fund II, LLC
<b>Street Address:</b>	5555 Glenridge Connector
<b>Internal Address:</b>	Suite 930
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30342
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE
<b>Name:</b>	Fulcrum Growth Fund II QP, LLC
<b>Street Address:</b>	5555 Glenridge Connector
<b>Internal Address:</b>	Suite 930
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30342
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	2831006	LOCAL WIRELESS
<b>Registration Number:</b>	2664681	ASKTHECANDIDATE
<b>Registration Number:</b>	3108054	TXT4SPORTS
<b>Registration Number:</b>	3292417	CONNECTING MEDIA TO MOBILE
<b>Registration Number:</b>	3299003	ON THE GO
<b>Registration Number:</b>	3541210	AIRPORT ONTHEGO
<b>Registration Number:</b>	3528816	GO WITH SMS
<b>Registration Number:</b>	3538308	TXT4NEWS
<b>Registration Number:</b>	2924400	TXT4FUN
<b>Registration Number:</b>	3905851	EMT
<b>Serial Number:</b>	86122402	LOCAL ON THE GO
<b>Serial Number:</b>	86201608	BECAUSE LOCAL MATTERS

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3122367516*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.***Phone:** 312 368-4000**Email:** ch.tm@dlapiper.com, mark.feldman@dlapiper.com,  
michelle.foy@dlapiper.com**Correspondent Name:** Mark I. Feldman, DLA Piper LLP (US)**Address Line 1:** P.O. Box 64807**Address Line 4:** Chicago, ILLINOIS 60664-0807**ATTORNEY DOCKET NUMBER:** 378314-000007**NAME OF SUBMITTER:** Mark I. Feldman**SIGNATURE:** /m/**DATE SIGNED:** 06/26/2014**Total Attachments: 9**

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LSN MOBILE, INC.  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 24, 2014 by and between each entity listed on Exhibit A attached hereto (each a "Secured Party" and collectively the "Secured Parties") and LSN Mobile, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Grantor and the each Secured Party are parties to a Note Purchase Agreement of even date (the "Purchase Agreement") herewith pursuant to which such Secured Party is making a loan to Grantor in the form of a Note (as defined therein). The parties intend that Grantor's obligations to repay such Note (the "Secured Note") be secured by a security interest in Grantor's intellectual property.

B. Pursuant to the terms of the Security Agreement (as defined in the Purchase Agreement), Grantor has granted to the Secured Parties 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 (as defined therein).

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 Secured Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Secured Note, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits B, C and D hereto, respectively), 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.
2. This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement or the Secured Note, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or the Secured Note, 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the Secured Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

3. The enforcement of the Secured Parties' rights hereunder shall be taken by Fulcrum Growth Fund II QP, LLC, as the agent for all of the Secured Parties. The action of Fulcrum Growth Fund II QP, LLC shall in each case bind all the Secured Parties. Each of the Secured Parties agrees that any Secured Parties acting under Sections 2(b) and 2(e) shall not be liable for any acts taken in good faith in enforcing the rights of the Secured Parties hereunder.
4. Grantor represents and warrants that Exhibits B, C and D attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Page Follows]

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

GRANTOR:

LSN MOBILE, INC.

By:

  
Name: Louis Gump  
Title: CEO

Address:

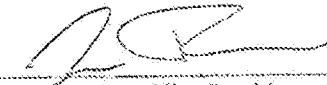
1000 Abernathy Road  
Suite 1550  
Atlanta, GA 30328

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

SECURED PARTY:

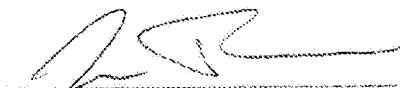
FULCRUM GROWTH FUND II, LLC

By: Fulcrum Equity Partners, Inc., its Fund Manager

By:   
James Douglass, Vice President

FULCRUM GROWTH FUND II QP, LLC

By: Fulcrum Equity Partners, Inc., its Fund Manager

By:   
James Douglass, Vice President

\_\_\_\_\_  
Louis Gump

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

SECURED PARTY:

FULCRUM GROWTH FUND II, LLC

By: Fulcrum Equity Partners, Inc., its Fund Manager

By: \_\_\_\_\_  
James Douglas, Vice President

FULCRUM GROWTH FUND II OP, LLC

By: Fulcrum Equity Partners, Inc., its Fund Manager

By: \_\_\_\_\_  
James Douglas, Vice President


  
James Douglas

EXHIBIT A

Schedule of Secured Parties

Fulcrum Growth Fund II, LLC

Fulcrum Growth Fund II QP, LLC

Louis Gump



EXHIBIT B

Copyrights

None.

EXHIBIT C

Patents

None.

## EXHIBIT D

## Trademarks

Mark	Reg. # / Reg. Date	Appl. # / Appl. Date
LOCAL WIRELESS	2,831,006 04/06/04	78/178,042 10/24/02
ASKTHECANDIDATE	2,664,681 12/17/02	78/081,656 08/29/01
TXT4SPORTS	3,108,054 06/20/06	78/518,592 11/17/04
CONNECTING MEDIA TO MOBILE	3,292,417 09/11/07	77/093,745 01/29/07
ON THE GO	3,299,003 9/25/07	78/592,065 03/22/05
AIRPORT ON THE GO	3,541,210 12/02/08	77/244,125 08/01/07
GO WITH SMS	3,528,816 11/04/08	77/327,792 11/13/07
TXT4NEWS	3,538,308 11/25/08	77/329,309 11/14/07
TXT4FUN	2,924,400 02/01/05	78/285,177 08/08/03
EMF	3,905,851 01/11/11	85/016,511 04/17/10
LOCAL ON THE GO	N/A	86/122,402 11/19/13
BECAUSE LOCAL MATTERS	N/A	86/201,608 02/24/14

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