

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Simplexity, LLC	12/15/2009
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7076447
Application Number:	09390026
Application Number:	09425739
Application Number:	11270965
Patent Number:	7013127
Application Number:	11897466
Patent Number:	7493105
Application Number:	12170260
Patent Number:	7415715
Patent Number:	6618763
Patent Number:	7313106
Patent Number:	7318098
Application Number:	11156977
Application Number:	09860401

501042042

PATENT  
REEL: 023649 FRAME: 0870

CH \$640.00 7076447

Application Number:	09922348
Patent Number:	7162221

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

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Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-21
NAME OF SUBMITTER:	Oscar Ruiz

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 15, 2009 (as amended, restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is between **SIMPLEXITY, LLC**, a Delaware limited liability company (the "Grantor"), and **FIFTH THIRD BANK**, an Ohio banking corporation (the "Grantee").

### RECITALS

WHEREAS, certain indebtedness under the Credit Agreement was originally lent pursuant to that certain Credit Agreement dated December 21, 2007, as amended (the "**Original Credit Agreement**") by and among Grantor, certain of its affiliates, Adeptio Funding, LLC and Adeptio Funding Parallel, LLC (collectively, the "**Original Lenders**") by the Original Lenders to Grantor; and

WHEREAS, in order to induce the Original Lenders to enter into the Original Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of December 21, 2007 (the "**Original Security Agreement**") among Grantor and the Original Lenders granting to the Original Lenders a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Original Security Agreement) and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Original Credit Agreement; and

WHEREAS, Grantor and Grantee, as successor lender to the Original Lenders, desire to amend and restate the Original Security Agreement (as amended and restated, the "**Security Agreement**"), and the Original Credit Agreement (as amended and restated, the "**Credit Agreement**"), without constituting a novation, according to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"):

- (a) each Patent, Patent registration and Patent application owned by Grantor, including, without limitation, the Patents, Patent registrations (together with any reissues, renewals, continuations or extensions thereof) and Patent applications referred to in **Schedule 1** annexed hereto;

(b) each Patent license referred to in **Schedule 2** annexed hereto, and all the goodwill of the business conducted with the use of, and symbolized by, each such Patent license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Patent or Patent registration owned by Grantor including, without limitation, the Patent and Patent registrations referred to in **Schedule 1** annexed hereto, the Patent registrations issued with respect to the Patent applications referred to in **Schedule 1** annexed hereto and the Patent licensed under any Patent license referred to in **Schedule 2** annexed hereto.

**SECTION 3. SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement, are expressly subject to the terms and conditions thereof, and are not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 4. PURPOSE.** This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

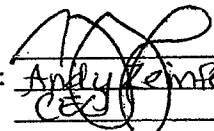
**SECTION 5. CHOICE OF LAW.** This Patent Security Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to its choice of law principles.

**SECTION 6. COUNTERPARTS.** This Patent Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be  
duly executed by its duly authorized officer as of the date first written above.

**SIMPLEXITY, LLC**, a Delaware limited  
liability company

By:   
Name: Andy Reinherd  
Title: CEO

Acknowledged:

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Patent Security Agreement

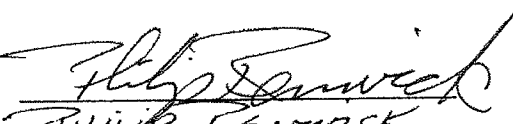
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

SIMPLEXITY, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

FIFTH THIRD BANK

By:   
Name: PHILIP KENWICK  
Title: VICE PRESIDENT

**Schedule 1**  
**Patents, Patent Registrations and Patent Applications**  
**(as of December 7, 2009)**

I. United States Patents and Patent Applications

<b>Serial Number</b>	<b>Title</b>
US Patent 7076447	Systems And Methods For Aggregating Buyers For The Purchase Of Telecommunication Services Via A Network
US Pat. App. 09/390026	Systems And Methods For Buying And Selling Telecommunication Services Via A Network
U.S. Pat. App. 09/425739	Systems And Methods For Distributing Telecommunication Services Via A Network
US Pat. App. 11/270965	Systems And Methods For Employing "Pay-As-You-Go" Telecommunication Services
US Patent 7013127	Systems And Methods For Employing "Pay-As-You-Go" Telecommunication Services
US Pat. App. 11/897466	Certification And Activation Of Used Phones Purchased Through An Online Auction
US Patent 7493105	Certification And Activation Of Used Phones On A Wireless Carrier Network
US Pat. App. 12/170260	Transaction Execution System Interface And Enterprise System Architecture Thereof
US Patent 7415715	Transaction Execution System Interface And Enterprise System Architecture Thereof
US Patent 6618763	Virtual Private Wireless Network
US Patent 7313106	Method Of Operating A Virtual Private Wireless Network Implementing Message Delivery Preferences Of The User
US Patent 7318098	Method And System For Short Message Service (SMS) Transactions For Wireless Devices
U.S. Pat. App. 11/156977	System And Method For Identifying An Alternative Provider Of Telecommunications Services
U.S. Pat. App. 09/860401	Systems, Methods And Computer Program Products For Facilitating Display Of Content Within Application Programs Executing On Electronic Devices

Serial Number	Title
U.S. Pat. App. 09/922348	Systems, Methods And Computer Program Products For Integrating Advertising Within Web Content
US Patent 7162221	Systems, Methods, And Computer Program Products For Registering Wireless Device Users In Direct Marketing Campaigns

**Schedule 2**  
**Patent Licenses**

None.