PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Mobui, Inc.	04/06/2010

RECEIVING PARTY DATA

Name:	Teleca USA, Inc.
Street Address:	1370 Willow Road, 2nd Floor
City: Menlo Park	
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 4

Property Type	Number	
Patent Number:	7472168	
Patent Number:	7043235	
Patent Number:	6941553	
Patent Number:	6640098	

CORRESPONDENCE DATA

Fax Number: (412)945-5933

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

Phone: 412.471.8815

Email: assignments@webblaw.com

Correspondent Name: The Webb Law Firm

Address Line 1: 700 Koppers Building, 436 Seventh Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 6238-101005

NAME OF SUBMITTER: Randall A. Notzen

Total Attachments: 24

PATENT PATENT S01151586 REEL: 024244 FRAME: 0787

OP \$160.00 7472168

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "<u>Agreement</u>"), is entered into on this 6th day of April, 2010, by Mobui, Inc., a Washington corporation ("<u>Grantor</u>"), having an address at 8383 158th Ave #250, Redmond, WA 98052, in favor of Teleca USA, Inc., 1370 Willow Road, 2nd Floor, Menlo Park, CA 94025 (the "<u>Secured Party</u>"). Capitalized terms used without definition herein shall have the meanings given to such terms in the Bridge Note referred to below.

WITNESSETH:

WHEREAS, Grantor has executed in favor of the Secured Party and is delivering immediately subsequent to the delivery hereof a Senior Secured Bridge Note, dated the date hereof (as amended, modified or supplemented, the "Bridge Note") evidencing a loan being made by the Secured Party to Grantor; and

WHEREAS, it is a condition precedent to the Secured Party making the loan evidenced by the Bridge Note that the Grantor executes and delivers this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the Secured Party to make the loan evidenced by the Bridge Note, Grantor and the Secured Party hereby agree as follows:

- <u>Section 1.</u> <u>Grant and Pledge of Security</u>. Grantor hereby grants, assigns and pledges to the Secured Party a security interest in the following, whether now owned or hereafter owned or acquired (collectively, the "Collateral"):
- (a) all of Grantor's right, title and interest in and to all "equipment", as such term is defined in the Uniform Commercial Code in effect on the date hereof in the State of Washington (the "Washington UCC"), now or hereafter owned by Grantor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles and any or all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, together with all property interests now, or at any time hereafter, owned by Grantor (collectively, "Equipment");
- (b) all of Grantor's right, title and interest in and to all merchandise, inventory and goods in all forms, including, without limitation, (i) all raw materials, work in process therefor, finished products and other goods and materials used or consumed in the manufacture or production thereof, (ii) goods in which Grantor has an interest in mass or a joint or other interest or right of any kind, (iii) goods that are returned to or repossessed by Grantor and (iv) all "inventory" as such term is defined in the Washington UCC (collectively, "Inventory");
- (c) all of Grantor's right, title and interest in and to any "chattel paper" ("Chattel Paper"), "account" and "general intangibles" as each such term is defined in the Washington UCC and, in any event, including, without limitation, all accounts, contract rights, , instruments, deposit accounts, general intangibles and other rights and obligations of any kind, and all rights now or hereafter existing in and to all security agreements, licenses, leases and other contracts, and all guaranties, endorsements and indemnifications on, of or securing any of the foregoing (collectively, to the extent not referred to in clause (d), (e), (f) or (g) below, the "Receivables");
- (d) all of Grantor's right, title and interest in and to each of its material agreements, in each case as such agreements may be amended or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of Grantor to receive monies due and

to become due under or pursuant to the Assigned Agreements, (ii) all rights of Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

- (e) all of the following (collectively, the "Account Collateral"):
- (i) all deposit accounts of Grantor, all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such deposit accounts;
- (ii) all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by Secured Party for or on behalf of Grantor in substitution for or in addition to any or all of the then existing Account Collateral; and
- (iii) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;
- (f) all of Grantor's right, title and interest in and to all general intangibles of Grantor (other than general intangibles for monies due or to become due and described in clause (c) above), including, without limitation, all trademarks, trade names, service marks, logos, copyrights, patents applications, computer programs and goodwill relating to or associated with any of the foregoing; and
- (g) all proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all (i) payments under insurance (to the extent no Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise and any and all other products of, or any rents, profits or other amounts from time to time paid or payable with respect to any of the foregoing Collateral, and (ii) cash.
- Security for Obligations. This Agreement secures the full and prompt payment when due Section 2. (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities of Grantor to the Secured Party, whether now existing or arising after the date hereof, arising out of or in connection with the Bridge Note, the Damages Note or the Purchase Agreement, or any other document related to any of the foregoing, to which Grantor is a party and the due performance and compliance by Grantor with all of the terms, conditions and agreements contained in any of the foregoing, which obligations and liabilities include without limitation the principal of and interest on the Bridge Note and the Damages Note, all indemnities, fees and interest thereon or owed thereunder, and all obligations of Grantor pursuant to Article VII of the Purchase Agreement (all such principal, interest, indemnities, fees, obligations and liabilities being herein collectively called the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantor to the Secured Party under the Bridge Note, the Damages Note, the Purchase Agreement or any other document related thereto but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.
- <u>Section 3.</u> No Release of Grantor; No Obligation of Secured Party. Anything herein to the contrary notwithstanding, (a) the exercise by the Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (b) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or the Bridge Note, nor shall the Secured Party be

obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Delivery of Account Collateral.

- (a) All certificates or instruments representing or evidencing Account Collateral shall be delivered to and held by or on behalf of the Secured Party pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Secured Party. At Secured Party's option, Grantor shall, or Secured Party may at any time on behalf of Grantor, cause the original of any such instrument or chattel paper to be conspicuously marked in a form and manner acceptable to Secured Party with the following legend referring to chattel paper or instruments as applicable: "This [chattel paper][instrument] is subject to the security interest of [Secured Party] and any sale, transfer, assignment or encumbrance of this [chattel paper][instrument] violates the rights of such secured party." Upon the occurrence and during the continuance of an "Event of Default" under the Bridge Note (as such term is defined therein), the Secured Party shall have the right, upon notice to Grantor, to transfer to or to register in the name of the Secured Party, or any of its nominees, any or all of the Account Collateral.
- Grantor does not have any deposit accounts as of the date hereof, except as set forth in Schedule 4(b) hereto, for which Grantor has delivered a deposit account control agreement executed by Grantor and the depository bank, in form and substance acceptable to Secured Party in its sole discretion. Grantor shall not, directly or indirectly, after the date hereof open, establish or maintain any deposit account unless each of the following conditions is satisfied: (i) Secured Party shall have received not less than five (5) Business Days prior written notice of the intention of Grantor to open or establish such account which notice shall specify in reasonable detail and specificity acceptable to Secured Party the name of the account, the owner of the account, the name and address of the bank at which such account is to be opened or established, the individual at such bank with whom Grantor is dealing and the purpose of the account, and (ii) on or before the opening of such deposit account, Grantor shall, as Secured Party may specify, either (A) deliver to Secured Party a deposit account control agreement with respect to such deposit account, in form and substance acceptable to Secured Party in its sole discretion, duly authorized, executed and delivered by Grantor and the bank at which such deposit account is opened and maintained or (B) arrange for Secured Party to become the customer of the bank with respect to the deposit account on terms and conditions acceptable to Secured Party. The terms of this Section 4(b) shall not apply to deposit accounts specifically and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Grantor's salaried employees.
- <u>Section 5</u>. <u>Representations, Warranties and Covenants</u>. The representations, warranties and covenants made by Grantor in the Bridge Note pursuant to Section 4 (Representations and Warranties of the Obligor), Section 5 (Affirmative Covenants of the Obligor) and Section 6 (Negative Covenants of the Obligor) thereof are incorporated herein and made part hereof as to the Secured Party and shall survive execution and delivery of the Bridge Note and this Agreement. In addition, Grantor represents, warrants, agrees and covenants to the Secured Party as to itself and its Collateral, which representations, warranties, agreements and covenants shall survive execution and delivery of this Agreement, as follows:
- (a) All of the Equipment is located at the places specified beneath Grantor's name on Part I of Schedule 5(a) hereto. All of the Inventory is located at the places specified beneath Grantor's name on Part II of Schedule 5(a) hereto. The chief place of business and chief executive office of Grantor and the office where Grantor keeps its records concerning the Receivables, and copies of each Assigned Agreement and all Chattel Paper, are located at the address specified for the Grantor in Section 17.

- (b) Grantor is the legal and beneficial owner of the Collateral free and clear of any lien, encumbrance or other security interest or other right, title or interest of any person or entity except for the security interest created under this Agreement.
 - (c) Grantor has exclusive possession and control of the Equipment and the Inventory.
- (d) The Assigned Agreements have been duly authorized, executed and delivered by all parties thereto, have not been amended or otherwise modified, are in full force and effect and are binding upon and enforceable against Grantor in accordance with their terms. Grantor is not in default under any Assigned Agreement, and to Grantor's best knowledge, after due inquiry, no other party is in default under any Assigned Agreement.
- (e) No consent of any other person or entity and no authorization, approval or other action by any third party is required (i) for the grant by Grantor of the assignment and security interest granted hereunder or for the execution, delivery or performance of this Agreement by Grantor or (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereunder, except for the filing of financing and continuation statements under the Washington UCC.
- (f) All Collateral registered with the USPTO, U.S. Copyright Office, or any other U.S. agency is described on Schedule 5(f) hereto.

Section 6. Further Assurances.

- (a) Grantor agrees that from time to time, at its own expense, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.
- (b) Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of Grantor where permitted by law, and describing the Collateral as "all personal property" or "all assets" of Grantor, or any other description that Secured Party deems appropriate in its sole discretion. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

Section 7. As to Equipment and Inventory.

- (a) Grantor shall keep the Equipment and the Inventory at the places therefor specified in Section 5(a) or, upon prior written notice to the Secured Party, at such other places in a jurisdiction where all action required by Section 6 shall have been taken with respect to the Equipment and the Inventory.
- (b) Grantor shall cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and shall promptly furnish to the Secured Party a statement respecting any material loss or damage to any of the Equipment.
- (c) Grantor shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all uncontested claims against, the Equipment and Inventory.

4

<u>Section 8</u>. <u>Insurance</u>. Grantor shall maintain insurance with respect to the Equipment and the Inventory in such form and with such insurance companies or associations in such amounts and covering such risks as are currently maintained by Grantor, with Secured Party named as a loss payee.

<u>Section 9</u>. <u>Place of Perfection; Records; Collection of Receivables</u>. Grantor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Collateral, and the original copies of the Assigned Agreements and all originals of all Chattel Paper that evidence Receivables, at the location therefor specified in Section 5(a) or, upon prior written notice to the Secured Party, at such other locations in a jurisdiction where all actions required by Section 6 shall have been taken with respect to the Collateral.

Section 10. As to the Assigned Agreements. Grantor agrees not: (a) to cancel or terminate any Assigned Agreement or consent to or accept any cancellation or termination thereof other than in the ordinary course of business; (b) to amend or otherwise modify any Assigned Agreement or give any consent, waiver or approval thereunder other than in the ordinary course of business; (c) to waive any default under or breach of any Assigned Agreement other than in the ordinary course of business; (d) to consent to or permit or accept any prepayment of amounts to become due under or in connection with any Assigned Agreement, except as expressly provided therein other than in the ordinary course of business; or (e) to take any other action in connection with any Assigned Agreement that would materially impair the value of the interest or rights of Grantor thereunder.

Secured Party Appointed Attorney-in-Fact. Grantor hereby appoints the Secured Party, Section 11. effective upon the occurrence and during the continuation of any Event of Default, Grantor's attorney-in-fact, with full authority in the place and stead of Grantor, from time to time in the Secured Party's discretion and upon notice to Grantor, to take any action and to execute any instrument necessary to accomplish the purposes of this Agreement, including, without limitation, (a) to perform any obligation of Grantor hereunder in Grantor's name or otherwise; (b) to give notice to account debtors or others of Secured Party's rights in the Collateral and Proceeds, to enforce or forebear from enforcing the same and make extension or modification agreements with respect thereto; (c) to release or substitute persons liable on Collateral or Proceeds and to give receipts and acquittances and compromise disputes in connection therewith; (d) to release or substitute security; (e) to resort to security in any order; (f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Secured Party's interest in the Collateral and Proceeds; (g) to receive, open and read mail addressed to Grantor; (h) to take cash, instruments for the payment of money and other property to which Secured Party is entitled; (i) to verify facts concerning the Collateral and proceeds by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (j) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to proceeds; (k) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Secured Party, at Secured Party's sole option, toward repayment of the Secured Obligation or replacement of the Collateral; (I) to exercise all rights, powers and remedies which Grantor would have, but for this Agreement, with respect to all Collateral and proceeds subject hereto; (m) to enter onto Grantor's premises in inspecting the Collateral; (n) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which proceeds may have been deposited, and to apply funds so withdrawn to payment of the Secured Obligations; (o) to preserve or release the interest evidenced by chattel paper to which Secured Party is entitled hereunder and to endorse and deliver any evidence of title incidental thereto; and (p) to do all acts and things and execute all documents in the name of Grantor or otherwise, deemed by Secured Party as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

5

<u>Section 12</u>. <u>Secured Party May Perform</u>. If Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause the performance of, such agreement at Grantor's expense pursuant to Section 14.

Section 13. **Remedies**. If any Event of Default shall have occurred and be continuing:

- (a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under Section 8 of the Bridge Note or by law, all the rights and remedies of a secured party upon default under the Washington UCC and also may (i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of the Secured Party, assemble and make available all or part of the Collateral as directed by the Secured Party and (ii) sell the Collateral or any part thereof in one or more parcels at public or private sale for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable.
- (b) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be then applied against the Secured Obligations, and any excess proceeds shall be paid to Obligor forthwith. If any of the Collateral is sold or leased by Secured Party upon credit terms or for future delivery, the Secured Obligations shall not be reduced as a result thereof until payment therefor is finally collected by Secured Party.
- (c) The Secured Party may exercise any and all rights and remedies of the Grantor under or in connection with the Assigned Agreements or otherwise in respect of the Collateral, including, without limitation, any and all rights of Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, any Assigned Agreement.
- (d) All payments received by Grantor under or in connection with any Assigned Agreement or otherwise in respect of the Collateral shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary endorsement).
- Secured Party may, at any time or times that an Event of Default exists or has occurred and is continuing, enforce any of Grantor's rights against any account debtor, secondary obligor or other obligor in respect of any of the Account Collateral or Receivables. Without limiting the generality of the foregoing, Secured Party may at such time or times (i) notify any or all account debtor, secondary obligors or other obligors in respect thereof that the Account Collateral and Receivables have been assigned to Secured Party and that Secured Party has a security interest therein and Secured Party may direct any or all account debtor, secondary obligors and other obligors to make payment of Account Collateral and Receivables directly to Secured Party, (ii) extend the time of payment of, compromise, settle or adjust for cash, credit, return of merchandise or otherwise, and upon any terms or conditions, any and all Account Collateral and Receivables or other obligations included in the Collateral and thereby discharge or release the account debtor or any secondary obligors or other obligors in respect thereof without affecting any of the Secured Obligations, (iii) demand, collect or enforce payment of any Account Collateral or Receivables or such other obligations, but without any duty to do so, and Secured Party shall not be liable for its failure to collect or enforce the payment thereof nor for the negligence of its agents or attorneys with respect thereto and (iv) take whatever other action Secured Party may deem necessary or desirable for the protection of its interests. At any time that an Event of Default exists or has occurred and is continuing, at Secured Party's request, all invoices and statements sent to any account debtor shall state that the Receivables and such other obligations have been assigned to Secured Party and are payable directly and only to Secured Party and Grantor shall deliver to Secured Party such originals of documents evidencing the sale and delivery of goods or the performance of services giving rise to any Receivables as Secured Party may require. In the event any account debtor returns Inventory when an

Event of Default exists or has occurred and is continuing, Grantor shall, upon Secured Party's request, hold the returned Inventory in trust for Secured Party, segregate all returned Inventory from all of its other property, dispose of the returned Inventory solely according to Secured Party's instructions, and not issue any credits, discounts or allowances with respect thereto without Secured Party's prior written consent.

- (f) The Secured Party may petition a court for the appointment of a receiver. Grantor expressly consents to the appointment of a receiver upon the occurrence of an Event of Default.
- (g) For the purpose of enabling Secured Party to exercise the rights and remedies hereunder, Grantor hereby grants to Secured Party, to the extent assignable, an irrevocable, non-exclusive license (exercisable at any time and from time to time following the occurrence and during the continuance of an Event of Default and without payment of royalty or other compensation to Grantor) to use, assign, license or sublicense any of the trademarks, service-marks, trade names, business names, trade styles, designs, logos and other source of business identifiers and other intellectual property now owned or hereafter acquired by Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.
- <u>Section 14.</u> <u>Indemnity and Expenses.</u> Grantor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from enforcement of this Agreement or any adverse claim to or against the Collateral, except to the extent attributable to the Secured Party's gross negligence or willful misconduct.
- <u>Section 15</u>. <u>Continuing Security Interest</u>. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible and irrevocable payment in full of the Secured Obligations, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of its successors and assigns.

Section 16. Release and Termination.

- (a) Upon any sale, lease, transfer or other disposition of any item of Collateral in accordance with the terms of this Agreement, the Secured Party shall, at Grantor's expense, upon payment in full of the Secured Obligations, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby; <u>provided</u>, <u>however</u>, that at the time of such request and such release no Event of Default shall have occurred and be continuing.
- (b) Upon the indefeasible and irrevocable payment in full of the Secured Obligations, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantor, and, except as otherwise provided herein, all of Grantor's obligations hereunder shall at such time terminate; provided, however, in no event shall Grantor at any time file, or permit or cause to be filed, any correction statement or termination statement with respect to any financing statement (or amendment or continuation with respect thereto) naming Secured Party as secured party and Grantor as debtor.

Section 17. Miscellaneous.

(a) <u>Amendments and Waivers</u>. No amendment, modification, termination, or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- (b) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding the body of law relating to choice of laws.
- (c) <u>Jurisdiction, etc.</u> The parties irrevocably consent to the exclusive jurisdiction of the courts of the State of Washington and of any federal court located in [King County], Washington in connection with any action or proceeding arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with or simultaneously with this Agreement, or a breach of this Agreement or any such document or instrument.
- (d) <u>Interpretation; No Drafting Presumption</u>. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and the remaining provisions of this Agreement shall not be in any way impaired. In interpreting the provisions of this Agreement, no presumption shall apply against any party that otherwise would operate against such party by reason of such document having been drafted by such party or at the direction of such party.
- (e) <u>Successors and Assigns</u>. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by Grantor without the prior written consent of the Secured Party. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.
- (f) <u>Notices</u>. All notices, requests, consents and demands shall be made in writing and shall be mailed postage prepaid, or delivered by hand, to Grantor or to the Secured Party at their respective addresses set forth below or to such other address as may be furnished in writing to the other party hereto:

If to the Secured Party:

Teleca AB 1370 Willow Road, 2nd Floor Menlo Park, CA 94025 Attention: John Trobough

with a copy to:

Symphony Technology Group 2475 Hanover Palo Alto, CA 94304 Attention: JT Treadwell; and

a copy via facsimile or email to:

GTC Law Group CA, LLP & Affiliates Facsimile: (310) 496-1251

Attention: Adam M. Klotz, Esq Email: aklotz@gtclawgroup.com

If to Grantor:

Mobui, Inc. 8383 158th Ave #250 Redmond, WA 98052 Attention: John Burry, CEO

with a copy to:

DLA Piper 701 5th Ave # 7000 Seattle, WA 98104-7044 Attention: Trent Dykes, Esq.

- (g) <u>Section and Other Headings</u>. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (h) <u>Saturdays, Sundays, Holidays</u>. If any date that may at any time be specified in this Agreement as a date for the making of any payment under this Agreement shall fall on a day that is not a Business Day, then the date for the making of that payment shall be the next subsequent day that is a Business Day.
- Attorneys' Fees, Costs, and Expenses. Grantor shall reimburse Secured Party for all expenses incurred by Secured Party, including, but not limited to, all fees and expenses of Secured Party's financial consultants, appraisers, and examiners, and outside counsel fees incurred b after the date hereof in connection with: (i) communicating with Grantor or Grantor's counsel; (ii) protecting Secured Party's security interests and liens in the Collateral; (iii) enforcement of Secured Party's rights and remedies hereunder or under the Bridge Note, the Purchase Agreement or the Damages Note; and (iv) any matters contemplated by or arising out of this Agreement, the Bridge Note, the Purchase Agreement or the Damages Note, including, by way of illustration only, any action taken (A) to commence, prosecute, defend or intervene in any litigation (adversary proceeding or otherwise) or to file a petition, complaint, answer, motion or other pleadings, (B) to take any other action in or with respect to any suit, case, motion, appeal or proceeding (bankruptcy or otherwise), (C) to draft documents in connection with any of the foregoing, (D) to audit, protect, collect, lease, sell, take possession of or liquidate any of the Collateral or other assets of Grantor, (E) to attempt to enforce any rights of Secured Party to collect any part of the Secured Obligations, or (F) any matter relating to the ongoing administration of this Agreement, the Bridge Note, the Purchase Agreement or the Damages Note (for purposes of this paragraph, collectively "Secured Party Expenses"). Secured Party Expenses shall also include all expenditures made by Secured Party (including, without limitation payment made by Secured Party for taxes, insurance, assessments, costs or expenses) that Grantor is required to pay under this Agreement, the Bridge Note, the Purchase Agreement or the Damages Note, but fails to pay; and all other expenses of any kind whatsoever incurred by Secured Party in connection with the enforcement or administration of this Agreement, whether such expenditures, fees and expenses are incurred before, after or in connection with the commencement of an insolvency proceeding, including any actions taken in connection with cash collateral orders, motions for relief from stay, preparation for any objections to plans of reorganization and any other negotiations, actions or appeals entered into, taken or made in connection with the reorganization, bankruptcy or liquidation of Grantor or the Collateral.

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

MOBUI, INC.

By:

John Burry

Its: /CEC

ACKNOWLEDGED AND AGREED:

Teleca USA, Inc.

Name: Jiw Troswa

Its: SUP, TELECA-USA

SCHEDULE 4(b)

Deposit Accounts

Bank	Account No.	Purpose
Chase 8010 164th Avenue Northeast Redmond, WA 98052	823-423-462	Mobui Checking Account
Chase 8010 164th Avenue Northeast Redmond, WA 98052	293-147-6283	Mobui Savings Account

Mobui BridgeSecurity 4-5-10

SCHEDULE 5(a)

Part I

Locations of Equipment

Teleca Seattle Office Computers, Monitors and Printers

Internap Datacenter
Lynnwood, WA
Mobui production servers
(Internap has a lien on this equipment until a hosting bill of \$102,112.08 is paid)

Part II

Locations of Inventory

Mobui has no inventory

Mobui BridgeSecurity 4-5-10

SCHEDULE 5(f)

Registered Intellectual Property

Tracemarks

Mark App. No. Reg. No.

Mobuli has not registered trademarks

Copyrights

Copyright Title Public Date Description

Mobui has not copyrighted its works

Patents

Patent	Number	Country	T T T T T T T T T T T T T T T T T T T
Patent	7,472.168	9	Method for dynamically assigning and displaying character shortcuts on a computing device display
Patent	7.043,235	US	Secondary data encoded along with original data for generating responses to requests from wireless devices
Palent	6,941,553	US	Hypertext concept notation for dynamically constructing a sentence to respond to a user request
Palent	6,640.098	US	System for obtaining service-related information for local interactive wireless devices

Other Registered Property

There is no other registered property

Senior Secured Bridge Note

\$101,221.10

Redmond, Washington

April 6, 2010

The undersigned (the "<u>Obligor</u>" or the "<u>Company</u>"), for value received, hereby promises to pay to the order of Teleca USA Inc., a California corporation (the "<u>Holder</u>"), or its successors or assigns, the principal sum of One Hundred One Thousand Two Hundred Twenty-One and 10/100 Dollars (\$101,221.10), plus interest thereon as calculated pursuant to Section 1 below from the date of original issuance of this Senior Secured Bridge Note ("<u>Note</u>"), on June 30, 2010 (the "<u>Due Date</u>"), at which time all amounts owing hereunder shall be due and payable.

This Note, including all payments hereunder, together with any other obligations of the Obligor to the Holder (collectively, the "Other Obligations") under the Asset Purchase Agreement dated December 4, 2009, as amended, by and among the Obligor, the Holder and John Burry, an individual (the "Purchase Agreement") (including without limitation Article VII thereof) or the Senior Secured Promissory Note in the principal amount of \$105,000 to be issued to the Holder in connection therewith (the "Damages Note"), shall rank senior in right of payment to any and all Indebtedness (as hereinafter defined) existing or hereafter incurred by the Obligor. This Note and the Other Obligations are secured by a first priority lien on all of the assets and property of the Obligor, pursuant to the Security Agreement, dated as of the date hereof, between the Obligor and the Holder (the "Security Agreement").

<u>SECTION 1.</u> <u>Interest.</u> The Obligor promises to pay interest to the Holder at the rate of ten percent (10%) per annum on the outstanding amounts under this Note, which interest shall accrue from the date hereof until all such amounts are paid in full. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. Nothing contained in this Note shall require the Obligor at any time to pay interest at a rate exceeding the maximum rate allowable under applicable law and any payments in excess of such maximum shall be refunded to the Company or credited to reduce the principal amount hereunder.

SECTION 2. Method and Place of Payment. All payments of principal and interest on this Note shall be made by certified check or wire transfer in lawful money of the United States of America at such address or bank account as the Holder shall designate in writing to the Obligor. The Holder shall be entitled to apply all or any portion of the amounts due under this Note toward any amounts payable to the Obligor pursuant to the Purchase Agreement.

<u>SECTION 3.</u> <u>Default Interest</u>. If this Note and all accrued interest shall not have been paid in full on or before the Due Date or upon the occurrence of an Event of Default (as defined in Section 7 below), the Obligor shall pay interest at a rate equal to fourteen percent (14%) per annum (the "<u>Default Interest</u>") from the Due Date or such occurrence until paid in full.

- **SECTION 4.** Representations and Warranties of the Obligor. The Obligor represents, warrants, agrees and covenants, which representations, warranties, agreements and covenants shall survive execution and delivery of this Note, as follows:
- Good Standing. the Obligor (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Washington; (ii) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification (except for jurisdictions in which the failure to so qualify or to be in good standing would not have a material adverse effect on the business, assets, operations or financial condition of the Obligor taken as a whole (a "Material Adverse Effect"); (iii) has the requisite power and authority and the legal right to own, pledge, mortgage or otherwise encumber and operate its properties, to lease the property it operates under lease, and to conduct its business as it is now being conducted; (iv) has all licenses, permits, consents or approvals from or by, and has made all filings with, and has given all notices to, all governmental authorities having jurisdiction, to the extent required for such ownership, operation and conduct, except where such failure would not have or could not reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect; (v) is in compliance with its organizational documents; and (vi) is in compliance with all applicable provisions of all relevant laws, except for such noncompliance which would not have, or could not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect.
- (b) Authority. The execution, delivery and performance by the Obligor of this Note, the Security Agreement, and each other document related hereto or thereto to which the Obligor is a party have been duly authorized by all necessary action and do not and will not (i) violate any provision of the organizational documents of the Obligor or any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Obligor, (ii) conflict with or result in the breach or termination of, constitute a default under, accelerate any performance required by, give rise to any right to increase the obligations or otherwise modify the terms under, any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Obligor is a party or by which such the Obligor assets or properties may be bound or affected, and the Obligor is not in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease or instrument, or (iii) result in the creation or imposition of any lien or other encumbrance upon any of the assets or properties of the Obligor.
- (c) <u>Binding Obligations</u>. Each of this Note, the Security Agreement and any other document related hereto or thereto to which the Obligor is a party constitutes, or upon its execution and delivery will constitute, a valid and legally binding obligation of the Obligor, enforceable against the Obligor in accordance with its terms and conditions.
- (d) <u>Consents</u>. All authorizations, consents, approvals, and licenses of, and filing and registrations with, any governmental authority or any third party, required under applicable law, regulations or otherwise for the Obligor, as applicable, to enter into and perform its obligations under this Note, the Security Agreement and the other documents related hereto have been obtained and are in full force and effect.
- (e) <u>Indebtedness</u>. Other than as described in <u>Schedule I</u> attached hereto and incorporated herein, the Obligor is not a party to, and none of its respective properties or assets are bound by, any mortgage, pledge, conditional sales contract, security agreement, factoring

-2-

agreement or other similar contract or agreement with respect to any real or tangible personal property of the Obligor; or loan agreement, credit agreement, deed of trust, promissory note, guarantee, subordination agreement, letter of credit or any other similar type of agreement.

(f) <u>No Undisclosed Liabilities</u>. Except to the extent previously disclosed in the Schedules to the Purchase Agreement, (a) the Obligor has no material liabilities and (b) to the Obligor's best knowledge, after due inquiry, there is no basis for the assertion of any claim or material liability of any nature against any the Obligor. For purposes of this clause (f), a liability shall not be deemed to be "material" if the aggregate amount of such liability is less than \$5,000.

SECTION 5. Affirmative Covenants of the Obligor.

The Obligor covenants and agrees that until the payment in full of this Note, the Obligor shall:

- (a) preserve, renew and keep in full force and effect its legal existence;
- (b) obtain, preserve, renew, extend and keep in full force and effect the licenses, permits, authorizations, copyright, patents, trademarks, trade names and other intellectual property rights material to its business;
- (c) furnish to the Holder prompt, written notice of any Event of Default (as hereinafter defined), specifying, in each case, the nature and extent thereof and corrective action, if any, proposed to be taken with respect thereto;
- (d) conduct all transactions otherwise permitted under this Note and the other documents related hereto with any Affiliates of the Obligor only upon terms that are fair and reasonable, and no less favorable to the Obligor than it would obtain in a comparable arm's-length transaction with a person or entity not an Affiliate; and
- (e) at all times in good faith assist in the carrying out of all of the terms of this Note, the Security Agreement and the Purchase Agreement, and in the taking of all actions as may be necessary or appropriate in order to protect the rights of the Holder hereunder and thereunder against impairment.

SECTION 6. Negative Covenants of the Obligor.

The Obligor covenants and agrees with the Holder that until the indefeasible and irrevocable payment in full of this Note, without the prior written consent of the Holder, which may be given or withheld in the Holder's sole and absolute discretion, the Obligor shall not, except as may be required under the Purchase Agreement:

- (a) engage in any transaction outside the ordinary course of its business;
- (b) without limiting the generality of the preceding paragraph (a), commit to or enter into: (i) any agreement with a distributor, supplier or developer, unless such agreement involves less than \$10,000 in the aggregate, (ii) any partnership or joint venture, or (iii) any agreement that obligates the Obligor to make any capital expenditure;

-3-

- (c) transfer, sell, lease, encumber or otherwise dispose of or impair any of its assets or capital stock (including, without limitation, by merger or consolidation), or commit to do so;
- incur, create, assume or permit to exist any new "Indebtedness," which (d) means: (i) any indebtedness of the Holder for borrowed money, (ii) any obligation of the Obligor for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of the Obligor's business), (iii) any obligation of the Obligor evidenced by a note, bond, debenture or other similar instrument, (iv) any obligation of the Obligor created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Obligor (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (v) any obligation of the Obligor as lessee under capitalized leases, (vi) any obligation, contingent or otherwise, of the Obligor under any acceptance, letter of credit or similar facility, (vii) any obligation of the Obligor to purchase, redeem, retire, defease or otherwise make any payment in respect of any capital stock of, or other ownership or profit interest in, the Obligor or any other person or entity or any warrant, right or option to acquire such capital stock; and (viii) any direct or indirect guaranty by the Obligor of any obligation of any other person or entity, which obligation is of the type described in the preceding clauses (i) through (vii);
- (e) grant any bonuses, additional benefits, salary increases, or other forms of additional direct or indirect compensation to any of its employees;
- (f) create, incur, assume or permit to exist any new lien on any property or assets (including without limitation stock, bonds, notes, debentures, or other securities) now owned or hereafter acquired by the Obligor, except liens for (i) taxes not yet due and payable or being contested in good faith by appropriate proceedings and for which there are adequate reserves on the books of the Obligor; (ii) workers' or unemployment compensation liens arising in the ordinary course of business; (iii) mechanic's, materialman's, supplier's, vendor's or similar liens arising in the ordinary course of business securing amounts that are not delinquent or past due; or (v) security interests granted to the Holder;
- (g) make any advance, loan or extension of credit to any person or entity, other than extensions of credit in the ordinary course of the Obligor's business;
- (h) declare or pay, directly or indirectly, any distribution, whether in cash, property, securities or a combination thereof, with respect to any of its capital stock or directly or indirectly redeem, purchase, retire or otherwise acquire for value any of its capital stock or set aside any amount for any such purpose;
- (i) prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness; or
- (j) by amendment of its Articles of Incorporation or Bylaws, or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, the Other Obligations, the Purchase Agreement or the Security Agreement.

The preceding paragraphs (a), (b) or (c) of this Section 6 shall not restrict the Obligor from entering into one or more agreements to sell or otherwise dispose of any asset not constituting a "Transferred Asset" or a "Special Contract" (as such terms are defined in the Purchase Agreement), so long as the closing of the applicable sale or other disposition is conditioned upon payment in full of all obligations under this Note and the Damages Note.

SECTION 7. Events of Default.

The following shall each constitute an "Event of Default" hereunder:

- (a) the failure of the Obligor to make any payment of principal of or interest on this Note or the Damages Note when due and payable;
- (b) if any representation, warranty or certification made by the Obligor in, or pursuant to, this Note, the Purchase Agreement or the Security Agreement, or any document delivered by the Obligor pursuant to any of the foregoing shall prove to have been false or misleading in any material respect as of the date made;
- (c) the failure of the Obligor to observe or perform any covenant in this Note, the Purchase Agreement or the Security Agreement, and such failure shall have continued unremedied for a period of three (3) days after notice thereof shall have been given to the Obligor by the Holder;
 - (d) if the Obligor shall:
- (i) admit in writing its inability to pay its debts generally as they become due,
- (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act,
 - (iii) make an assignment for the benefit of its creditors,
- (iv) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property and fail to withdraw such consent within 60 days thereafter,
- (v) on a petition in bankruptcy filed against, be adjudicated a bankrupt, or
- (vi) file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (e) if a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Obligor, a receiver of the Obligor or of the whole or any substantial part of its property, or approving a petition filed against it seeking reorganization or arrangement of the Obligor under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof;

-5-

- (f) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Obligor or the whole or any substantial part of its property and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control;
 - (g) the liquidation, dissolution or winding up of the Obligor; or
- (h) if a final judgment or judgments for the payment of money in excess of \$10,000 in the aggregate shall be rendered by one or more courts, administrative or arbitral tribunals or other bodies having jurisdiction against the Obligor and, (i) in the event discharge by the Obligor of such judgment or judgments would give rise to an independent Event of Default, or (ii) the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within sixty (60) days from the date of entry thereof and the Obligor shall not, within such sixty (60)-day period, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal.

SECTION 8. Remedies upon Event of Default.

- (a) Upon the occurrence and during the continuance of an Event of Default, the Holder may, at their option, declare the entire amount of principal and accrued interest on this Note immediately due and payable, by written notice to the Obligor, in which event the Obligor shall immediately pay to the Holder the entire unpaid principal balance of this Note together with accrued interest thereon (including Default Interest) to the date of such payment without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Obligor.
- (b) The Holder may institute such actions or proceedings in law or equity as it shall deem expedient for the protection of its rights and may prosecute and enforce its claims against all assets and property of the Obligor and, in connection with any such action or proceeding, shall be entitled to receive from the Obligor payment of the principal amount of this Note plus accrued interest to the date of payment plus reasonable expenses of collection, including, without limitation, attorneys' fees and expenses.
- (c) In addition, the Holder may take any action against the Obligor available to it under the Security Agreement or at law or in equity or by statute or otherwise.
- (d) No remedy herein conferred upon the Holder is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 9. Miscellaneous.

(a) Amendments and Waivers. No amendment, modification, termination, or waiver of any provision of this Note, nor consent to any departure by the Obligor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Holder, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for

-6-

which given. No notice to or demand on the Obligor in any case shall entitle the Obligor to any other or further notice or demand in similar or other circumstances.

- (b) <u>Set-Off.</u> The obligations to make the payments provided for in this Note are absolute and unconditional and not subject to any defense, set-off, counterclaim, rescission, recoupment or adjustment whatsoever. The Obligor hereby expressly waives demand and presentment for payment, notice of non-payment, notice of dishonor, protest, notice of protest and diligence in taking any action to collect any amount called for hereunder, and shall be directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission with respect to the collection of any amount called for hereunder.
- (c) <u>Costs</u>. The Obligor agrees to pay on demand all costs and expenses of the Holder in connection with amendment or enforcement of this Note, the Security Agreement and any other document related hereto or thereto, including the reasonable fees of counsel for the Holder.
- (d) <u>Governing Law.</u> This Note shall be governed by and construed in accordance with the laws of the State of Washington, excluding the body of law relating to choice of laws. Notwithstanding anything to the contrary contained herein, in no event may the effective rate of interest collected or received by the Holders exceed that which may be charged, collected or received by the Holder under applicable law.
- (e) <u>Jurisdiction</u>, <u>etc.</u> The Obligor irrevocably consents to the exclusive jurisdiction of the courts of the State of Washington and of any federal court located in King County, Washington in connection with any action or proceeding arising out of or relating to this Note, the Security Agreement, any document or instrument delivered pursuant to, in connection with this Note, or a breach of this Note or any such document or instrument.
- (f) <u>Interpretation; No Drafting Presumption</u>. In the event that any one or more of the provisions contained in this Note shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and the remaining provisions of this Note shall not be in any way impaired. In interpreting the provisions of this Note, no presumption shall apply against any party that otherwise would operate against such party by reason of such document having been drafted by such party or at the direction of such party.
- or liability arising hereunder or by reason hereof shall be assignable by the Obligor without the prior written consent of the Holder. This Note shall be binding upon the Obligor and its successors and assigns and shall inure to the benefit of the Holder and its respective successors and assigns. Nothing in this Note, express or implied, is intended or shall be construed to give any person or entity other than the parties to this Note or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. The Obligor will require any successor to the Obligor or any permitted assignee thereof (each, a "Successor"), whether direct or indirect, by purchase, merger, consolidation, operation of law or otherwise, to expressly assume and agree to perform the obligations under this Note in the same manner and to the same extent that the Obligor would be required to perform them if no such purchase, succession or assignment had taken place. Upon any such purchase, succession or assignment, the references in this Note to the Obligor shall also apply to any Successor unless the

-7-

context otherwise requires. No such purchase, succession, or assignment shall relieve the Obligor of its obligations hereunder.

(h) <u>Notices</u>. All notices, requests, demands, claims, consents and other communications that are required or otherwise delivered pursuant to this Letter shall be in writing and shall be deemed to have been duly given if (a) personally delivered, (b) sent by nationally recognized overnight courier, (c) mailed by registered or certified mail with postage prepaid, return receipt requested, or (d) transmitted by facsimile or telecopy (with a copy of such transmission concurrently transmitted by registered or certified mail with postage prepaid, return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Holder:

Teleca USA, Inc. 1370 Willow Road, 2nd Floor Menlo Park, CA 94025 Attention: John Trobough Facsimile: (972) 696-6999

with a copy to:

Symphony Technology Group 2475 Hanover Palo Alto, CA 94304 Attention: JT Treadwell; and

a copy via facsimile or email to:

GTC Law Group CA, LLP & Affiliates Facsimile: (310) 496-1251 Attention: Adam M. Klotz, Esq Email: aklotz@gtclawgroup.com

If to the Obligor:

Mobui, Inc. 8383 158th Ave #250 Redmond, WA 98052 Attention: John Burry, CEO

with a copy to:

DLA Piper 701 5th Ave # 7000 Seattle, WA 98104-7044 Attention: Trent Dykes, Esq.

-8-

- (i) <u>Section and Other Headings</u>. The Section and other headings contained in this Note are for reference purposes only and shall not affect the meaning or interpretation of this Note.
- (j) <u>Saturdays, Sundays, Holidays</u>. If any date that may at any time be specified in this Note as a date for the making of any payment of principal or interest under this Note shall fall on Saturday, Sunday or on a day which in Redmond, Washington shall be a legal holiday, then the date for the making of that payment shall be the next subsequent day which is not a Saturday, Sunday or legal holiday.
- (k) <u>Security Agreement.</u> This Note is subject to the terms contained in the Security Agreement and the Holder is entitled to the benefits of the Security Agreement and the Holder may, in addition to any rights hereunder, enforce the agreements of the Obligor contained therein and exercise the remedies provided for thereby or otherwise available in respect thereof.
- (I) <u>Statutory Notice</u>. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, this Senior Secured Bridge Note has been executed and delivered on the date first above written by the duly authorized representative of the Obligor.

Mobui, Inc.

Ву:

Its: CEC

SCHEDULE I Indebtedness

There are no items for this schedule

Mobui Bridge Note 4-5-10

RECORDED: 04/19/2010