

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
MOBEAM INC.	04/14/2010
RECEIVING PARTY DATA	
Name:	ECRIO INC.
Street Address:	20450 Stevens Creek Blvd., Suite 250
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
PROPERTY NUMBERS Total: 26	
Property Type	Number
Application Number:	60349848
Patent Number:	6877665
PCT Number:	US0239815
Application Number:	60252346
Application Number:	60252101
Application Number:	60313753
Patent Number:	6736322
Application Number:	09989973
PCT Number:	US0143701
PCT Number:	US0143509
Patent Number:	6685093
PCT Number:	US0230453
Patent Number:	7028906
Patent Number:	7395961
Application Number:	60837477

501156167

PATENT
REEL: 024272 FRAME: 0929

CH \$1040.00 60349848

Application Number:	11891950
PCT Number:	US0717884
Application Number:	60872628
Application Number:	11998690
PCT Number:	US0724634
Application Number:	61063703
Application Number:	12322703
Application Number:	61201448
Application Number:	12635469
Application Number:	12416888
PCT Number:	US1029456

CORRESPONDENCE DATA

Fax Number: (415)693-2222

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

Phone: 4156932440

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Correspondent Name: Cooley Godward Kronish LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	ECRIO 050847-110
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NAME OF SUBMITTER:	C. Rhem
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 14, 2010 by and between **MOBEAM INC.**, a Delaware corporation ("**GRANTOR**") and the secured party listed on the signature page hereof (the "**SECURED PARTY**").

RECITALS

WHEREAS, Secured Party has transferred certain technology, intellectual property and intellectual property rights to Grantor (the "**IP Transfer**") pursuant to those certain Intellectual Property Transfer Agreements, dated as of June 19, 2006 and as of even date herewith, respectively (collectively, the "**IP Transfer Agreements**"), and has agreed to purchase shares of Grantor's Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement (the "**Purchase Agreement**"), dated as of even date herewith (the "**Financing**" and collectively with the IP Transfer, the "**Transactions**");

WHEREAS, as a condition to the Transactions the parties have agreed to enter into that certain Royalty Agreement (the "**Royalty Agreement**"), dated as of even date herewith, pursuant to which Grantor has agreed to make certain royalty payments to the Secured Party (the "**Royalty Payments**");

WHEREAS, Secured Party is willing to enter into the Transactions with the Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Intellectual Property Security Agreement; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of even date herewith, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Royalty Agreement and Security Agreement (collectively, the "**Royalty Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Royalty Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party 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 **Schedules A, B and C** 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 Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Royalty Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Royalty 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Royalty Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that **Schedules A, B, and C** attached hereto set forth any and all intellectual property rights in connection to 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.

[Signature pages follow.]

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:

MOBEAM INC.

By: Neyerhall

Print Name: _____

Title: _____

SECURED PARTY:

ECRIO INC.

By: _____

Print Name: _____

Title: _____

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:

MOBEAM INC.

By: _____

Print Name: _____

Title: _____

SECURED PARTY:

ECRIO INC.

By: Giacomo Marini

Print Name: GIACOMO MEMBER

Title: BOARD MEMBER

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B**PATENTS**

Type of File	Title	Appln or Regis. / Patent No. & Date Filed or Date Issued
Patent	System, Method, And Apparatus For Communicating Information Encoded In A Light-Based Signal Using A Fob Device	60/349,848 filed 01/17/2002
Patent	System, Method, And Apparatus For Communicating Information Encoded In A Light-Based Signal Using A Fob Device	6,877,665 issued 04/12/2005
Patent – PCT	System, Method And Apparatus For Communicating Information Encoded In A Light-Based Signal Using A Fob Device	PCT/US02/39815 filed 12/11/2002
Patent	Method And Apparatus For Acquiring, Maintaining And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	60/252,346 filed 11/20/2000
Patent	Method And Apparatus For Acquiring, Maintaining And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	60/252,101 filed 11/21/2000
Patent	Method And Apparatus For Acquiring, Maintaining And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	60/313,753 filed 08/20/2001
Patent	Method And Apparatus For Acquiring, Maintaining And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	6,736,322 issued 05/18/2004
Patent	Method And Apparatus For Acquiring, Maintaining And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	09/989,973 filed 11/20/2001
Patent – PCT	Method And Apparatus For Acquiring, Maintaining, And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	PCT/US01/43701 filed 11/19/2001

Type of File	Title	Appln or Regis. / Patent No. & Date Filed or Date Issued
Patent – PCT	Method And Apparatus For Acquiring, Maintaining, And Using Information To Be Communicated In Bar Code Form With A Mobile Communications Device	PCT/US01/43509 filed 11/20/2001
Patent – Foreign	System For Communicating Information Between Mobile Communications Device And Bar Code Reader	02773580.2 filed 04/26/2004
Patent	System, Method And Apparatus For Communicating Information Between A Mobile Communications Device And A Bar Code Reader	6,685,093 issued 02/03/2004
Patent – PCT	System, Method And Apparatus For Communicating Information Between A Mobile Communications Device And A Bar Code Reader	PCT/US02/30453 filed 09/24/2002
Patent	System, Method And Apparatus For Communicating Information Between A Mobile Communications Device And A Bar Code Scanner	7,028,906 issued 04/18/2006
Patent	System, Method And Apparatus For Communicating Information Between A Mobile Communications Device And A Bar Code Scanner	7,395,961 issued 07/08/2008
Patent	System, Method, and Apparatus for Communicating Information From a Personal Electronic Device to a Bar Code Scanner	60/837,477 filed 08/14/2006
Patent	Method and Apparatus for Communicating Information From a Mobile Digital Device to a Bar Code Scanner	11/891,950 filed 08/14/2007
Patent	Method and Apparatus for Communicating Information From a Mobile Digital Device to a Bar Code Scanner	PCT/US07/17884 filed 08/14/2007
Patent	System, Method and Apparatus for Communicating Information from a Personal Electronic Device	60/872,628 filed 12/01/2006
Patent	System, Method and Apparatus for Communicating Information from a Personal Electronic Device	Never filed

Type of File	Title	Appln or Regis. / Patent No. & Date Filed or Date Issued
Patent	System, Method and Apparatus for Communicating Information from a Personal Electronic Device	11/998,690 Filed 11/30/2007
Patent	System, Method and Apparatus for Communicating Information from a Personal Electronic Device	PCT/US07/24634 Filed 11/30/2007 Priority 12/01/2006
Patent	System, Method and Apparatus for Communicating Information from a Personal Electronic Device	07 862 377.4 filed 06/30/2009
Patent	System, Method and Apparatus for Placing and Updating Information in a Personal Electronic Device for Communication to a Bar Code Scanner	61/063,703 filed 02/05/2008
Patent	System, Method and Apparatus for Placing and Updating Information in a Personal Digital Electronic Device for Communication to a Bar Code Scanner	12/322,703 filed 02/05/2009
Patent	Apparatus, Method, and System for Loading Digital Transaction Documents to a Personal Digital Device	61/201,448 filed 12/10/2008
Patent	Apparatus, Method, and System for Loading Digital Transaction Documents to a Personal Digital Device	12/635,469 filed 12/10/2009
Patent	Three-Way End-to-End System for Securely Delivering and Managing Promotions from a Promotions Distributor to a Customer's Secure (Trusted) Digital Device	Never Filed
Patent	Apparatus, Method and System for Securely Handling Digital Transaction Documents	12/416,888 filed 04/01/2009
Patent	Apparatus, Method and System for Securely Handling Digital Transaction Documents	PCT/US10/29456 03/31/2010
Patent	Networked Balance Inquiry for Value Cards	

EXHIBIT C
TRADEMARKS

Type of File	Title	Appln or Regis. / Patent No. & Date Filed or Date Issued
Trademark - Foreign	MOBEAM	5547245 filed 12/12/2006 Certificate of Registration received 1/28/2008
Trademark	MOBEAM	3,357,907 registered 12/18/2007
Trademark	CLIPPOD	77/496,187 filed 06/11/2008