

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Realcom U.S., Inc.	07/12/2011
RECEIVING PARTY DATA	
Name:	Hivemyne, LLC
Street Address:	1200 Fifth Avenue
Internal Address:	Suite 1800A
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6901394
Patent Number:	6952678
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	8924P002
NAME OF SUBMITTER:	Michael J. Mallie
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THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS. THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED EXCEPT AS PROVIDED HEREIN AND (1) PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO SUCH NOTE WHICH IS EFFECTIVE UNDER THE ACT OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS RELATING TO THE DISPOSITION OF SECURITIES, PROVIDED THAT AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO REALCOM U.S., INC. TO SUCH EFFECT IS PROVIDED TO REALCOM U.S., INC. IN CONNECTION THEREWITH.

### SENIOR SUBORDINATED SECURED PROMISSORY NOTE

US\$350,000  
Bellevue, Washington  
July 2, 2011

This Senior Subordinated Secured Promissory Note (this "**Note**") is being delivered pursuant to that certain Asset Purchase Agreement (the "**APA**"), dated as of June 29, 2011, by and between **HIVEMYNE, LLC**, a Washington limited liability company ("**Maker**") and **REALCOM U.S., INC.**, a Delaware corporation, together with its successors and authorized assigns ("**Realcom**"). This Note is being issued as a non-negotiable senior subordinated secured obligation of Maker and ranks senior to all of Maker's other obligations, whether now existing or hereinafter incurred or created, except that this Note is subordinated to the Revenue Loan Debt (as defined in Section 2 hereof) as set forth herein. The payment of all amounts due under this Note, including interest accrued thereon, is secured pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and between Maker and Realcom (the "**Security Agreement**"). Capitalized terms not otherwise defined herein shall have the meaning given such terms in the APA.

1. **Principal and Interest.** For value received, Maker hereby promises to pay to Realcom, in immediately-available funds, the principal sum of Three Hundred Fifty Thousand US Dollars (US\$350,000.00), together with interest accrued on the unpaid principal of this Note at the rate of Five Percent (5.0%) per annum, commencing on the date hereof and continuing until such unpaid principal amount is paid in full. Interest shall be computed based on the basis of a 365-day year for the actual number of days elapsed. Principal and interest on this Note shall be payable in three installments: The first payment of Fifty Thousand Dollars (\$50,000.00) shall be due and payable on December 31, 2011; the second payment of One Hundred Fifty Thousand Dollars (\$150,000.00) shall be due and payable on or before June 30, 2012; and any remaining unpaid amount of principal and accrued interest thereon shall be due and payable in full on June 30, 2013 (each such date is herein referred to as a "**Payment Date**"). All or any portion of the amount due under this Note may be prepaid by Maker at any time without premium or penalty. Each such principal prepayment shall be accompanied by the interest accrued and outstanding with respect to such principal amount. Each such principal prepayment shall be applied to installments of principal payments in the order of their maturity. As of and during the continuance of an Event of Default (as defined in Section 5), interest on any principal or interest then outstanding shall accrue at a rate per annum equal to Eight Percent (8%). Whenever any payment to be made under this Note is stated to be due on a day that is not a day on which banks are required or authorized to close in Bellevue, Washington, such payment may be made on the next succeeding day on which such banks are not so required or authorized to close, and such extension of time will be included in the computation of accrued interest.

2. **Subordination.**

(a) **Agreement to Subordinate.** In the event of a payment default under the Revenue Loan Debt (as defined below) and for the duration thereof, Maker, for itself and its successors, and Realcom,

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by its acceptance of this Note, agrees that the payment of the principal of and interest on, and any other amounts due in respect of this Note is subordinated in right of payment to the Revenue Loan Debt, but only in the amount and to the extent provided in the Security Agreement and an Inter-Creditor Agreement to be entered into by Maker, Realcom and the Revenue Loan Lender (as defined below) relating thereto. "Revenue Loan Debt" means all amounts due and owing by Maker to Revenue Loan, LLC or its successor or assignee (the "Revenue Loan Lender") that is entered into on or before August 31, 2011.

(b) **Obligation of Maker Unconditional.** Nothing contained in this Section 2 or elsewhere in this Note is intended to or shall impair, as between Maker and Realcom, the obligation of Maker, which is absolute and unconditional, to pay to Realcom the principal of and interest on this Note as and when the same shall become due and payable in accordance with its terms, or is intended to or shall affect the relative rights of Realcom and creditors of Maker other than Revenue Loan Lender, nor shall anything herein prevent Realcom from exercising all remedies otherwise permitted by applicable law upon an Event of Default.

3. **Conduct of Business of Maker.** During the period from the date hereof to the date on which all amounts due under this Note have been satisfied in full, Maker agrees as follows:

(a) Maker shall (i) preserve its existence, rights and franchises; (ii) not make any material change in the nature or manner of its business activities from the Business; (iii) not liquidate, dissolve, acquire another entity or merge or consolidate with or into another entity or change its form of organization; (iv) not amend its organizational documents in any manner that may conflict with any terms or condition of this Note, the Security Agreement or the APA; and (v) not sell, lease transfer or otherwise dispose of all or substantially all of its assets.

(b) Maker shall not create, incur, assume or have outstanding any indebtedness for borrowed money (including capitalized leases) that would impair its ability to make timely payments under this Note except (i) any indebtedness owing to Revenue Loan Lender and (ii) any indebtedness owing to Realcom.

(c) Maker shall not create, incur, assume or permit to exist any mortgage, pledge, encumbrance or other lien or levy upon or security interest in any of the Maker's property now owned or hereafter acquired, except (i) taxes and assessments that are either not delinquent or which are being contested in good faith with adequate reserves provided, (ii) easements, restrictions and minor title irregularities that do not, as a practical matter, have an adverse effect upon the ownership and use of the affected property, (iii) liens in favor of Revenue Loan Lender, (iv) liens in favor of Realcom, (v) other liens disclosed in writing to Realcom prior to the date hereof, and (vi) other encumbrances or liens which do not have an adverse effect upon Lender's security hereunder.

(d) Maker shall not guaranty or become a surety or otherwise contingently liable for any obligations of others, except pursuant to the deposit and collection of checks and similar matters in the ordinary course of business.

(e) Maker shall maintain insurance to such extent, covering such risks and with such insurers as is usual and customary for businesses operating similar properties, including without limitation, insurance for fire and other risks insured against by extended coverage, public liability insurance and workers' compensation insurance.

(f) Maker shall pay and discharge, when due, all of its taxes, assessments and other liabilities, except when the payment thereof is being contested in good faith by appropriate procedures which will avoid foreclosure of liens securing such items, and with adequate reserves provided therefor.

(g) Maker shall not declare, set aside or pay any distribution (whether in cash, property or any combination thereof) in respect of its membership interests, make any other actual, constructive or deemed distribution in respect of its membership interests or otherwise make any payments to any LLC members in their capacities as such, or redeem or otherwise acquire any of its outstanding membership interests which would have the effect of adversely affecting Maker's ability to make payments under this

Note. Notwithstanding the foregoing, in any event, Maker shall be entitled to make minimum distributions to its members to satisfy each member's tax obligation resulting from any pass-through income of the Maker.

4. **No Usury.** This Note is hereby expressly limited so that in no event whatsoever, whether by reason of deferment or advancement of loan proceeds, acceleration of maturity of the loan evidenced hereby, or otherwise, shall the amount paid or agreed to be paid to Realcom hereunder for the loan, use, forbearance or detention of money exceed the maximum interest rate permitted by the laws of the State of Washington. If at any time the performance of any provision involves a payment exceeding the limit of the price that may be validly charged for the loan, use, forbearance or detention of money under applicable law, then automatically and retroactively, *ipso facto*, the obligation to be performed shall be reduced to such limit, it being the specific intent of Maker and Realcom that all payments under this Note are to be credited first to interest as permitted by law, but not in excess of (i) the agreed rate of interest hereunder, or (ii) that permitted by law, whichever is the lesser, and the balance toward the reduction of principal.

5. **Events of Default.** If an Event of Default (as defined below) occurs (unless all Events of Default have been cured or waived by Realcom), Realcom may, by notice to Maker, declare the principal amount then outstanding of, and the accrued interest and all other amounts payable on, this Note to be immediately due and payable. Maker shall give Realcom notice of the occurrence of an Event of Default promptly (setting forth in reasonable detail all facts related thereto) and in any event no later than five (5) Business Days after Maker has knowledge of the occurrence of any such event. The then-outstanding principal balance of this Note, together with any interest accrued thereon shall, at the option of Realcom, become immediately due and payable if any of the following events ("**Events of Default**") shall occur:

(a) Maker shall fail to pay, when and as due, the principal or interest payable hereunder on any Payment Date, and such failure shall continue for ten (10) days; or

(b) Maker shall default (as principal or guarantor or other surety) in the payment of any principal of or premium or interest on any debt that is outstanding (other than the debt evidenced by this Note) in a principal amount of at least Ten Thousand Dollars (\$10,000) in the aggregate, or if any event shall occur or condition shall exist in respect of any such debt or under any evidence of any such debt or of any mortgage, indenture or other agreement relating thereto that would permit or shall have caused the acceleration of the payment of such debt, and such default, event or condition shall continue for more than the period of grace, if any, specified therein and shall not have been waived pursuant thereto; or

(c) There shall exist final judgment or judgments against Maker aggregating in excess of Ten Thousand Dollars (\$10,000) and if any one of such judgments shall have been outstanding for any period of forty-five (45) days or more from the date of its entry and shall not have been discharged in full or stayed pending appeal; or

(d) Maker shall have breached any material covenant in the APA, the Security Agreement, or this Note, and, with respect to breaches capable of being cured, such breach shall not have been cured within ten (10) days following notice of such material breach to Maker by Realcom; or

(e) Any representation or warranty subject to a materiality qualification made by Maker herein or in the APA, the Security Agreement or any other document referred to herein or therein shall prove to have been incorrect in any respect, or any representation or warranty not subject to a materiality qualification made by Maker herein or in any other such document shall prove to have been incorrect in any material respect; or

(f) Maker shall commence a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law, or seeking the appointment of a trustee, self trusteeship, receiver, custodian, or other similar official of it or any substantial part of its property; or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it; or shall make an assignment for the benefit of creditors; or

shall generally not pay its debts as they become due or not be able to pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any limited liability company action to authorize any of the foregoing;

(g) An involuntary case or other proceeding shall be commenced under the laws of any jurisdiction against Maker seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty days or a trustee, receiver, custodian or other official shall be appointed in such involuntary case; or

(h) Maker shall take any limited liability company action authorizing, or in furtherance of, any of the foregoing.

6. **Remedies on Default.** In case any one or more Events of Default shall occur and be continuing, Realcom may proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in the APA or the Security Agreement or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise. In case of a default in the payment of any principal of or premium, if any, or interest on this Note, Maker will pay to Realcom such further amount as shall be sufficient to cover the reasonable cost and expenses of collection, including, without limitation, reasonable attorneys' fees, expenses and disbursements. No course of dealing and no delay on the part of Realcom in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice Realcom's rights, powers or remedies. No right, power or remedy conferred by this Note, the Security Agreement or the APA upon Realcom shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise.

7. **Amendments and Waivers.** Any term of this Note may be amended or waived only with the written consent of Maker and Realcom. Any amendment or waiver effected in accordance with this Section 7 shall be binding upon Maker and Realcom. No delay or omission on the part of Realcom in exercising any right herein given to Realcom shall impair such right or be considered as a waiver thereof or acquiescence in any default hereunder.

8. **Governing Law; Jurisdiction.** This Note shall be construed in accordance with and governed by the laws of the State of Washington, without regard to the conflicts of law rules of such state. The Parties hereby submit to the exclusive venue and jurisdiction for any legal action relating to or arising out of this Note in the state or federal courts with jurisdiction over King County, Washington.

9. **Attorneys' Fees.** If any suit or action is instituted to enforce or interpret this Note, the prevailing party shall be entitled to recover all reasonable expenses, including, without limitation, reasonable attorneys' fees and expenses.

10. **Parties in Interest.** Maker shall not assign or transfer this Note or any of its obligations hereunder without the prior written consent of Realcom. Realcom may assign or transfer this Note without the consent of Maker. The rights and obligations of Maker and Realcom shall be binding upon and shall inure to the benefit of their successors and permitted assigns. The provisions of this Note may be amended, waived or modified only upon the written consent of Maker and Realcom.

11. **Presentment.** Maker waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, notice of costs, expenses or losses and interest thereon and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

12. **Payment.** Principal and interest on this Note shall be payable in lawful money of the United States and shall be made by wire transfer to an account designated by Realcom or at such place as Realcom shall have designated to Maker in writing for such purpose.

13. **Notice.** Except as otherwise expressly provided herein, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in made in accordance with all of the provisions of Section 14.1 of the APA.

14. **Jury Waiver.** EACH OF MAKER AND, BY ACCEPTING THIS NOTE, REALCOM WAIVES ANY AND ALL RIGHTS THAT IT MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING EITHER DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING BETWEEN MAKER AND REALCOM OR ITS SUCCESSORS AND ASSIGNS, OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE. IT IS INTENDED THAT SAID WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, AND/OR COUNTERCLAIMS IN ANY ACTION OR PROCEEDINGS.

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, the undersigned duly authorized officer of Maker has executed this Senior Subordinated Secured Promissory Note as of the date first set forth above.

HIVEMYNE, LLC

By:   
Name: Peter Holland  
Title: Managing Member and CEO

## SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "Security Agreement") is dated as of July 12, 2011, and is made by and between the following parties (the "Parties"):

1. **REALCOM U.S., INC.**, a Delaware corporation, with its principal office located 2300 130<sup>th</sup> Avenue NE, Bellevue, Washington 98005 ("Secured Party"); and
2. **HIVEMYNE, LLC**, a Washington limited liability company, with its principal office located at 1200 Fifth Avenue, Suite 1800A, Seattle, Washington 98101 ("Grantor");

### BACKGROUND

- A. Secured Party and Grantor are party to an Asset Purchase Agreement dated on or about the date hereof, providing for the purchase by Grantor of certain assets of the Secured Party (the "APA");
- B. In connection with the purchase of assets contemplated by the APA, Secured Party and Grantor are executing and delivering to Secured Party a Senior Subordinated Secured Promissory Note relating to a portion of the Purchase Price (as defined in the APA) (the "Note"); and
- C. This Security Agreement is provided in connection with the Note;

### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1. GRANT OF SECURITY

(a) To secure the payment and performance of all the Obligations (as defined below), Grantor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party a continuing security interest in, and a right of set-off against, all of Grantor's right, title and interest, whether presently existing or hereafter acquired in and to the Collateral (as defined below).

(b) The "Collateral" shall consist of the following:

(i) The "Proprietary Rights," defined as all of the rights in the AskMe Products and Assets that are being, have been or will be transferred at any time to Grantor in accordance with the APA, whether specifically listed on Exhibit B-1 of the APA or not, including (A) the Patents and all patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (B) all copyrights and registrations and applications for registration thereof, including the Copyright Applications, (C) all computer software programs or applications in both source and object code form, (D) all trade secrets and confidential business information, business and marketing plans, and supplier lists, data, and information, (E) all copies and tangible embodiments thereof, and (F) all trademark registrations, trade names, service names, logos, or trade dress and internet domain names, including without limitation "AskMe" or variations thereof, and including the Registered Trademarks; provided that Proprietary Rights shall not include Commercial IP or any trademarks (capitalized terms used but not defined in this Section 1(b)(i) are used as defined in the APA);

(ii) All present and future United States registered copyrights and copyright registrations related to the Proprietary Rights as defined in the APA, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection, including those set forth in the APA (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights

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which may in the future arise by act of Congress or otherwise) and all present and future applications for related copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "**Registered Copyrights**"), together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iii) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection that are not registered in the United States Copyright Office which are related to the Proprietary Rights set forth in the APA ("**Unregistered Copyrights**"), whether now owned or hereafter acquired, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto (the Registered Copyrights and the Unregistered Copyrights collectively, the "**Copyrights**");

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, with regard to the patents and patent applications set forth in the APA (collectively, the "**Patents**");

(v) All trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth in the APA (collectively, the "**Trademarks**");

(vi) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held (collectively, "**Trade Secrets**");

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights set forth above in clauses (i) through (viii) above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(viii) All licenses or other rights to use any of the Proprietary Rights, including any Copyrights, Patents, Trademarks and Trade Secrets;

(ix) All amendments, renewals and extensions of any of the Proprietary Rights, including Copyrights, Trademarks, Patents and Trade Secrets; and

(xii) All payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

## **2. SECURITY FOR OBLIGATIONS; PERMITTED SENIOR ENCUMBRANCE**

(a) This Security Agreement secures the payment of all amounts due from Grantor to Secured Party under the Note and payment and performance of all of the obligations of Grantor thereunder and under this Security Agreement (collectively, the "**Obligations**"). The Encumbrance (as defined below) created by this Security Agreement shall be senior and prior to any and all other Encumbrances now existing or hereinafter arising, with the sole exception of the Permitted Senior Encumbrance (as defined below).

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(b) "Encumbrance" shall mean any security interest, mortgage, lien, claim, charge or other encumbrance.

(c) The "Permitted Senior Encumbrance" shall mean the indebtedness or claims arising under, or relating to, a loan agreement presently being contemplated between Grantor and Revenue Loan, LLC (or its successor or assignee) provided such agreement is entered into on or before August 31, 2011, but only to the extent that the total amount of such indebtedness or claim does not and may not at any time exceed an aggregate of One Hundred Fifty Thousand US Dollars (US\$150,000.00), and subject to Grantor and Revenue Loan, LLC (or its successor or assignee) entering into an inter-creditor agreement that provides for such limitation, in form and substance reasonably satisfactory to Secured Party.

### 3. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Secured Party as follows and shall be deemed to continually so represent and warrant for as long as this Security Agreement shall remain in effect:

(a) Grantor owns and shall own the Collateral free and clear of any lien, security interest, charge or encumbrance, except for the Permitted Senior Encumbrance and security interests created by this Security Agreement, provided that in the event that a warranty of Realcom set forth in the APA is incorrect (a "Realcom Inaccuracy"), Hivemyne shall not be responsible for any breach of a warranty below to the extent such breach results from a Realcom Inaccuracy. Grantor has and shall at all times maintain exclusive possession and control of the Collateral, with the exception of non-exclusive licenses granted to end-user customers in the ordinary course of business.

(b) This Security Agreement creates, and in the case of after-acquired Collateral this Security Agreement shall create, at the time Grantor first has rights in such after-acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest (subject only to the Senior Permitted Encumbrance) and collateral assignment in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Note.

(c) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any US governmental authority or US regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this Security Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder.

### 4. COVENANTS

Grantor covenants and agrees as follows:

(a) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest, and to assign to Grantor any and all other intellectual property rights in the AskMe Products (as defined in the APA) and relating to the Proprietary Rights created by such employees, agents or subcontractors in the course of their services to Grantor.

(b) Grantor shall not register any maskworks, software, computer programs or other works of authorship regarding the existing AskMe Products or relating to the Proprietary Rights subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least fifteen (15) days' prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such documents, agreements and other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office,

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simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Security Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

(c) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Collateral, including the Trademarks, Patents, Copyrights, and Trade Secrets, (ii) use its best efforts to detect infringements of the Collateral, including the Trademarks, Patents, Copyrights, and Trade Secrets, and promptly advise Secured Party in writing of any material infringements detected and (iii) not allow any of the Collateral, including the Trademarks, Patents, Copyrights, or Trade Secrets to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party.

(d) Grantor shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and any application fees, registration fees and maintenance fees, and all claims against, the Collateral, except to the extent the validity thereof is being contested in good faith.

(e) Grantor shall, at its own expense, maintain in full force and effect at all times the Patents, Copyrights and Trademarks in effect at the Closing (as defined in the APA) comprising or relating to the Collateral, for the full term legally permitted, and shall take all reasonable and appropriate steps to maintain the confidentiality of any and all confidential information and trade secrets comprising or relating to the Collateral.

(f) Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral. Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder, other than the Senior Permitted Encumbrance, without Secured Party's prior written consent. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Collateral acquired under such contracts or otherwise.

(g) Grantor shall not without the prior written consent of Secured Party create or permit to exist any Encumbrance against any of the Collateral that ranks or could in any event rank in priority to or *pari passu* with the security interest and assignment created by this Security Agreement, with the exception of the Permitted Senior Encumbrance. Grantor shall forthwith pay when due the obligations secured by any Encumbrances that rank or could in any event rank in priority to or *pari passu* with the security interest and assignment created by this Security Agreement, including the Permitted Senior Encumbrance.

(h) Grantor shall fully and effectively maintain and keep maintained valid and effective the security interest and assignment created by this Security Agreement.

(i) Grantor shall notify Secured Party promptly, but in any event within five (5) Business Days (as defined in the Note), of: (i) any change in Grantor's name, jurisdiction of organization or legal form, and (ii) any claims, actions or proceedings relating to the Collateral.

## 5. FURTHER ASSURANCES

(a) Grantor shall within five (5) days of the date hereof record this Security Agreement or such other security documents as may be agreed between the Parties with the US Copyright Office and US Patent and Trademark Office for the purpose of perfecting the security interest herein with respect to the copyright registration applications in source code and patents referenced in the APA;

(b) From time to time, at the expense of Grantor, Grantor shall promptly execute and deliver all further instruments and documents (including financing or continuation statements, or amendments thereto), and take all further actions that may be reasonable and necessary, to perfect and protect any security interest granted hereby or to enable Secured Party to exercise and enforce its rights and

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remedies hereunder with respect to the Collateral or any portion thereof. Grantor also hereby authorizes Secured Party to execute on Grantor's behalf and/or file all financing or continuation statements and amendments thereto that Secured Party reasonably determines are necessary or desirable to perfect or protect any security interest granted hereby.

(c) Grantor shall furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, including with respect to Proprietary Rights arising after the Closing, and all Copyrights, Trademarks and Patents.

#### **6. CONTINUING SECURITY INTEREST**

This Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full and performance of all the Obligations to Secured Party; provided, however, that if thereafter Secured Party may pay such sums over to any other person for any reason whatsoever including bankruptcy, the security interest shall automatically be reinstated, and (b) be binding upon Grantor, its successors and assigns. Upon the payment in full of the Obligations, except as provided above, the security interest granted hereby shall terminate. Upon any such termination, Secured Party will, at its own expense, immediately execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination provided that Grantor shall take reasonable efforts to mitigate Secured Party's expense including the preparation of any necessary documents to terminate and release Secured Party's security interest in the Collateral.

#### **7. SECURED PARTY'S DUTIES.**

The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Notwithstanding the foregoing, if Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement.

#### **8. EVENTS OF DEFAULT**

The occurrence of any of the following events (each an "Event of Default") shall constitute a material default and breach of this Security Agreement by Grantor:

- (a) Any Event of Default under the note; or
- (b) The holder of any Encumbrance against any of the Collateral (other than the holder of the Permitted Senior Encumbrance) does anything to enforce or realize on such Encumbrance.

#### **9. REMEDIES**

If any Event of Default shall have occurred and be continuing:

- (a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Washington Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Collateral) and other applicable law and also may (i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Secured Party immediately, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to the Parties, and (ii) without notice except as specified below, 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. Grantor agrees that, to the extent notice of sale shall be required by law, at least twenty (20) days' notice to Grantor of the time and place of any public sale or the time

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after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Subject to the rights of the holder of the Permitted Senior Encumbrance, all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to Section 11) in whole or in part by Secured Party against, all or any part of the Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations to Secured Party shall be paid over to Grantor or to the person lawfully entitled to receive such surplus.

#### 10. INDEMNITY AND EXPENSES

(a) Grantor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct.

(b) Grantor will upon demand pay to Secured Party any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with (i) the enforcement of any of the rights of Secured Party hereunder, or (ii) the failure by Grantor to perform or observe any of the provisions hereof.

#### 11. JURISDICTION AND VENUE

This Security Agreement will be construed in accordance with and governed by the laws of the State of Washington, without regard to the conflicts of law rules of such state, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of particular Collateral are governed by the laws of a jurisdiction other than the State of Washington. Unless otherwise defined herein, terms used in Article 9 of the Uniform Commercial Code in the State of Washington are used herein as therein defined. The Parties hereby submit to the exclusive venue and jurisdiction for any legal action relating to or arising out of this Security Agreement in the state or federal courts with jurisdiction over King County, Washington.

#### 12. GENERAL

(a) *Amendment/Waiver.* No amendment or waiver of any provision of this Security Agreement shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights and remedies provided in this Security Agreement will be cumulative and not exclusive of any rights or remedies provided by law.

(b) *Notices.* Except as provided herein, all notices, requests, demands or other communications to or upon the respective Parties hereto shall be given and effective in accordance with Section 14.1 (Notices) of the APA.

(c) *Expenses.* Except as otherwise provided in this Security Agreement, all expenses (including legal fees and expenses) incurred in connection with this Security Agreement and the transactions contemplated by this Security Agreement will be paid by the Party incurring such expenses, whether or not the transactions contemplated by this Security Agreement are consummated. Should suit be brought to enforce or interpret any part of this Security Agreement, the prevailing Party will be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed

by the court (including costs, expenses and fees on appeal). The prevailing Party will be entitled to recover such costs regardless of whether such suit proceeds to final judgment.

(d) *Assignment.* This Security Agreement is not be assignable by Grantor in whole or in part without the consent of Secured Party. Secured Party shall have the right to assign and transfer any or all of its rights and obligations hereunder without consent.

(e) *Successors and Assigns.* Subject to Section 12(d) the provisions of this Security Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(f) *Severability.* In the event that any provision of this Security Agreement be held invalid or illegal, the remainder of this Security Agreement will continue in full force and effect and this Security Agreement will be construed and interpreted as if it did not contain the invalid or illegal part and in such manner as to effect the Parties' intent. The Parties further agree to replace such invalid and illegal provision of this Security Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the invalid and illegal provision.

(g) *Counterparts; Effectiveness.* This Security Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. This Security Agreement will become effective when each Party to this Security Agreement will have received a counterpart of this Security Agreement signed by the other Parties to this Security Agreement.

(h) *No Jury Trial.* EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT, INCLUDING THE SECURITY INTEREST CREATED HEREBY AND ANY ENFORCEMENT THEREOF.

(i) *Entire Agreement.* This Security Agreement, the Note and the APA constitute the entire agreement between and among the Parties with respect to the subject matter of this Security Agreement and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Security Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth in this Security Agreement has been made or relied upon by any Party. Neither this Security Agreement, the Note nor the APA, nor any provision of any of the foregoing, is intended to confer upon any person other than the Parties any rights or remedies under this Security Agreement, the Note or the APA.

(j) *Captions.* The captions in this Security Agreement are included for convenience of reference only and will be ignored in the construction or interpretation of this Security Agreement.

**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.**

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IN WITNESS WHEREOF, the Parties have executed, or caused this Security Agreement to be duly executed by their respective authorized officers, as applicable, as of the date first above written.

REALCOM U.S., INC.

By:   
Name: Tadashi Tanimoto  
Title: President

HIVEMYNE, LLC

By:   
Name: Peter Holland  
Title: Managing Member and CEO