

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
SOONR, INC.	04/13/2012
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	8116288
Patent Number:	7933254
Patent Number:	7899891
Patent Number:	7779069
Application Number:	12833616
Application Number:	12242149
Application Number:	11939068
Application Number:	11239669
Application Number:	11238838
Application Number:	11548243
PCT Number:	US2007061797
PCT Number:	US2006062332
PCT Number:	US2006037672
PCT Number:	US2006035103
Application Number:	11238839

CH \$640.00 8116288

PCT Number:

US2006037670

CORRESPONDENCE DATA

Fax Number: (404)962-6729

Email: jihan.jenkins@troutmansanders.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: JIHAN A.R. JENKINS

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

220763.001329

NAME OF SUBMITTER:

Jihan A.R. Jenkins

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 13, 2012 by and between **SILICON VALLEY BANK**, a California corporation ("**Bank**") and **SOONR, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain (i) Loan and Security Agreement by and between Bank and Grantor dated as of August 19, 2010, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of October 31, 2010 (as the same may be amended, modified, supplemented or restated from time to time, the "**Equipment Loan Agreement**") and (ii) Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "**2012 Loan Agreement**"; together with the Equipment Loan Agreement, the "**Loan Agreements**"). (Capitalized terms used herein are used as defined in the Loan Agreements.)

B. Grantor has requested that Bank enter into (i) the 2012 Loan Agreement, and (ii) that certain Second Amendment to Loan and Security Agreement between Grantor and Bank dated of even date herewith (the "**Amendment to Equipment Loan Agreement**"), and Bank is willing to enter into the 2012 Loan Agreement and the Amendment to Equipment Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreements.

C. Pursuant to the terms of the Loan Agreement and Amendment to Equipment Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark 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 on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the 2012 Loan Agreement and the Amendment to Equipment Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreements or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

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.

Address of Grantor:

307 Orchard City Drive
Suite 206
Campbell, California 95008

Attn: Gary Gemoll, CFO

GRANTOR:

SOONR, INC.

By: 

Name:

Title:

Martin Frid-Nielsen
CEO

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054-1191

Attn: Matthew Wright, RM

BANK:

SILICON VALLEY BANK

By: _____

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.

Address of Grantor:

307 Orchard City Drive
Suite 206
Campbell, California 95008

Attn: Gary Gemoll, CFO

GRANTOR:

SOONR, INC.

By: _____

Name:

Title:

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054-1191

Attn: Matthew Wright, RM

BANK:

SILICON VALLEY BANK

By: Matthew Wright

Name: Matthew Wright

Title: RM

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	8,116,288	February 14, 2012
METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	7,933,254	April 26, 2011
NETWORK ADAPTED FOR MOBILE DEVICES	7,899,891	March 1, 2011
NETWORK ADAPTED FOR MOBILE DEVICES	7,779,069	August 17, 2010
NETWORK ADAPTED FOR MOBILE DEVICES	12/833616 2010/0275110	July 9, 2010
METHOD AND SYSTEM FOR ATTACHING FILES TO E-MAIL FROM BACKUP COPIES REMOTELY STORED	12/242149 2010/0082713	September 30, 2008
METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	11/939068 2008/0139201	November 13, 2007
VIRTUAL PUBLICATION DATA, ADAPTER FOR MOBILE DEVICES	11/239669 2007/0061394	September 29, 2005
NETWORK ADAPTED FOR MOBILE DEVICES	11/238839 2007/0058597	September 29, 2005
METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	11/238838 2007/0058596	September 29, 2005
ENHANCING CELLULAR TELEPHONE CAPABILITIES USING A MULTI-CHANNEL NETWORK	11/548243 2007/0140225	October 10, 2006
ENHANCING CELLULAR TELEPHONE CAPABILITIES USING A MULTI-CHANNEL NETWORK	PCT/US2007/06179 7	February 7, 2007
ENHANCING CELLULAR TELEPHONE CAPABILITIES USING A MULTI-CHANNEL NETWORK	PCT/US2006/06233 2	December 19, 2006
NETWORK ADAPTED FOR MOBILE DEVICES	PCT/US2006/03767	September 27, 2006

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VIRTUAL PUBLICATION OF DATA, ADAPTED
FOR MOBILE DEVICES

PCT/US2006/03767

September 27, 2006

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A METHOD FOR DISTRIBUTING DATA,
ADAPTED FOR MOBILE DEVICES

PCT/US2006/03510

September 11, 2006

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SHARE ON THE SPOT	3,244,107	May 22, 2007
SOONR	3,244,106	May 22, 2007
SOONR	WO0908470	June 29, 2006

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE	N/A	N/A