

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
T-COM VENTURE FUND GMBH & CO. KG	01/30/2013
RECEIVING PARTY DATA	
Name:	DEUTSCHE TELEKOM VENTURE FUNDS GMBH
Street Address:	GOTENSTRASSE 156
City:	BONN
State/Country:	GERMANY
Postal Code:	53175
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12251412
Application Number:	12758755
PCT Number:	US0879892
CORRESPONDENCE DATA	
Fax Number:	7037707901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650.233.4510
Email:	judy.keeley@pillsburylaw.com
Correspondent Name:	David H. Jaffer/Reg. No. 32,243
Address Line 1:	P.O. Box 10500-IP Group
Address Line 2:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	061783-0000001
NAME OF SUBMITTER:	DAVID H. JAFFER
Signature:	/David H. Jaffer/

CH \$120.00 12251412

Date:

05/17/2013

Total Attachments: 17

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ACKNOWLEDGEMENT OF SECURITY INTEREST

Whereas, T-Com Venture Fund GmbH & Co. KG, having an address at **Gotenstrasse 156, Bonn, Germany 53175** was granted a security interest in the intellectual property owned by Pie Digital, Inc., as defined in an Amended and Restated Pledge Agreement dated June 28, 2012, attached as Exhibit A;

Whereas, effective January 30, 2013, T-Com Venture Fund GmbH & Co. KG was merged with Deutsche Telekom Venture Funds GmbH, having an address at **Gotenstrasse 156, Bonn, Germany 53175**, and Deutsche Telekom Venture Funds GmbH is the legal successor in interest to the assets of T-Com Venture Fund GmbH & Co. KG;

Now therefore, Deutsche Telekom Venture Funds GmbH and Pie Digital, Inc. hereby acknowledge that Deutsche Telekom Venture Funds GmbH is the legal successor in interest to the security interest granted in Exhibit A.

[Remainder of page intentionally left blank.]

The undersigned declare under penalty of perjury that they are authorized to sign this document on behalf of Deutsche Telekom Venture Funds GmbH.

DEUTSCHE TELEKOM VENTURE FUNDS
GMBH

Executed on this date: 08.05.13

By: 

Printed Name: Patrick Melsberger

Title: Managing Director

By: 

Printed Name: ~~Oliver Elze~~ Christoph Hartmann

Title: ~~Fund Manager~~ Senior Manager Finance & Controlling

The undersigned declares under penalty of perjury that he is authorized to sign this document on behalf of Pie Digital, Inc.

PIE DIGITAL, INC.

Executed on this date: _____

By: _____

Printed Name: _____

Title: _____

704246467v1

SIGNATURE PAGE TO
ACKNOWLEDGEMENT OF SECURITY INTEREST

The undersigned declare under penalty of perjury that they are authorized to sign this document on behalf of Deutsche Telekom Venture Funds GmbH.

**DEUTSCHE TELEKOM VENTURE FUNDS
GMBH**

Executed on this date: _____ By: _____

Printed Name: _____

Title: _____

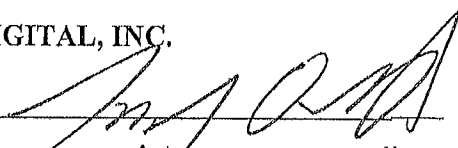
By: _____

Printed Name: _____

Title: _____

The undersigned declares under penalty of perjury that he is authorized to sign this document on behalf of Pie Digital, Inc.

PIE DIGITAL, INC.

Executed on this date: May 7, 2013 By: 

Printed Name: John A. Orcutt

Title: CEO

EXHIBIT A
AMENDED AND RESTATED PLEDGE AGREEMENT

704246467v1

PATENT
REEL: 030441 FRAME: 0614

AMENDED AND RESTATED PLEDGE AGREEMENT

THIS AMENDED AND RESTATED PLEDGE AGREEMENT ("Agreement") is entered into as of June 28, 2012, by and among Pie Digital, Inc., a Delaware corporation (the "Pledgor"), T-Com Venture Fund GmbH & Co. KG ("TCVF") and certain other current and future secured creditors of the Pledgor (collectively, the "Pledgees") under the Secured Convertible Note Purchase Agreement dated October 25, 2011, as amended and as it may be amended from time to time (the "Purchase Agreement") in connection with secured promissory notes issued by the Pledgor (the "Notes") under the Purchase Agreement.

WHEREAS, the undersigned are parties to a Pledge Agreement, dated as of October 25, 2011 (the "Prior Agreement");

WHEREAS, pursuant to Section 3(i) of the Prior Agreement, the Prior Agreement may be amended upon the written consent of the Pledgor and Pledgees representing the holders of a majority in principal amount of the secured promissory notes issued by the Pledgor under the Purchase Agreement (the "Prior Notes");

WHEREAS, certain of the undersigned constitute the holders of a majority in principal amount of the Prior Notes; and

WHEREAS, Pledgor and the undersigned desire to amend and restate the Prior Agreement and to accept the rights created pursuant hereto in lieu of the rights granted to them under the Prior Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree that the Prior Agreement shall be superseded and replaced in its entirety by the following:

1. Grant of Security Interest.

(a) Collateral. As collateral security for the prompt and complete payment and performance in full by the Pledgor when due of the Pledgor's obligations under the Notes, the Pledgor hereby grants, assigns, pledges, sets over and transfers to Pledgees a senior security interest in and continuing lien on all of the Pledgor's right, title and interest in and to all of Pledgor's personal property and assets, including all of Pledgor's intellectual property assets and rights (both tangible and intangible) including, but not limited to, those assets identified in Attachment 1 to this Agreement and all improvements thereto made by Pledgor and its employees and contractors, which shall collectively be referred to as the "Collateral."

(b) Representations and Covenants. Pledgor represents, warrants and covenants that:

(i) On August 4, 2010, Pledgor previously granted a senior security interest and continuing lien on all of the Collateral pursuant to the terms of a Pledge Agreement dated August 4, 2010, in connection with an Amended and Restated Secured Convertible Note and Warrant Purchase Agreement dated August 4, 2010 entered into by Pledgor

("August 4, 2010 Pledge Agreement"). With the sole exception of what is set forth in the August 4, 2010 Pledge Agreement, Pledgor is the owner of the Collateral, free from any adverse lien, security interest or encumbrance of any kind whatsoever and Pledgor will defend the Collateral against all claims and demands of all persons and entities at any time claiming the same or any interest therein.

(ii) On August 11, 2010, a UCC-1 Financing Statement was filed with the Delaware Department of State (Initial Filing # 2010 2812885) to perfect the security interest in the Collateral that was granted under the August 4, 2010 Pledge Agreement ("2010 UCC-1"). With the sole exception of the 2010 UCC-1, no other financing statement covering any of the Collateral or any proceeds thereof is on file in any public office other than in favor of equipment lessors under leases of equipment to the Pledgor. Pledgor shall immediately notify TCVF in writing of any change in address of its principal place of business or the location of any Collateral and shall also upon demand furnish to Agent such further information and shall execute and deliver to Agent such financing statements and other documents in form satisfactory to Agent and shall do all such acts and things as Agent may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral. Pledgor will pay one hundred percent (100%) of the fees and costs of filing the same or filing or recording the Notes or this Agreement in all public offices wherever filing or recording is reasonably deemed by Pledges to be necessary.

(iii) Except as provided in this Agreement, Pledgor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Agent.

(iv) Except as provided in this Agreement, Pledgor will keep the Collateral free from any adverse lien, security interest or encumbrance and Pledgor will keep the Collateral in good order, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. Pledges may examine and inspect the Collateral at any reasonable time or times, wherever located upon 24 hours prior written notice to Pledgor.

(v) Pledgor will pay promptly when due all taxes and assessments on the Collateral or for its use or operation.

(vi) Pledgor has no other debt senior to the Notes.

(vii) Until an Event of Default hereunder (as defined in the Notes and in the Notes that were issued pursuant to the Amended and Restated Secured Convertible Note and Warrant Purchase Agreement dated August 4, 2010, Pledgor may have possession of the Collateral and use it in any lawful manner not inconsistent with the Notes and this Agreement and not inconsistent with any policy of insurance thereon.

2. Remedies. In the event of an Event of Default (as defined in the Purchase Agreement), in addition to any rights and remedies which may be available to a secured party under the Uniform Commercial Code as in effect at the time in California, the Pledgees may, without being required to give any notice except as hereinafter provided, retain the Collateral as payment under the Notes. The Pledgees have appointed TCVF as the Pledgees' agent for purposes of exercising any remedy or pursuing any rights upon an Event of Default under the Notes. TCVF may resign by written notice to the other Pledgees and TCVF may be removed as agent and a new agent appointed by the written consent of the holders of a majority in principal amount of the Notes ("Majority in Interest") of the Pledgees. TCVF will notify Pledgor in writing if there is a change in agents.

3. General Provisions. The following general provisions shall apply to the Collateral and this Agreement generally:

(a) Pledgor's Notes Not Affected. The obligations of the Pledgor under this Agreement are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(i) any extension or indulgence in respect of the payment or performance of the Notes;

(ii) any amendment or modification of the Notes;

(iii) any waiver, consent, indulgence or other action or inaction under or in respect of the Notes;

(iv) any limitation on the liability or obligations of the Pledgor under the Notes which may now or hereafter be imposed by any statute, regulation or rule of law, or any frustration, invalidity or unenforceability, in whole or in part, of any thereof or of any term of any thereof;

(v) any failure of the Pledgor to perform or comply with any of the terms of the Notes;

(vi) any bankruptcy or insolvency of the Pledgor, or

(vii) any other occurrence, circumstance, happening or event whatsoever which might otherwise constitute a legal or equitable defense, release or discharge of the obligations of the Pledgor hereunder, whether or not the Pledgor shall have notice or knowledge of any of the foregoing.

(b) Attorney-in-Fact. TCVF is hereby appointed the attorney-in-fact of the Pledgor (i) for the period prior to any Default, for the purpose of signing documents and taking other action to perfect, promote and protect its security interest in the Collateral consistent with the terms of this Agreement and (ii) in an Event of Default, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which TCVF

may reasonably deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest.

(c) Termination; Release of Collateral, Etc. This Agreement shall terminate, and the Pledgees shall forthwith assign, transfer and deliver, against receipt, any remaining Collateral and money received in respect thereof, to or on the order of the Pledgor at such time as the Pledgor may have no further liability under the Notes.

(d) Further Assurances. The Pledgor agrees that, from time to time upon the written request of TCVF, it will execute and deliver such further documents and do such other acts and things as TCVF may reasonably request in order fully to affect the purposes of this Agreement.

(e) Deficiency. If retention of the Collateral as payment under the Notes is insufficient to cover the payment in full of the Notes, the Pledgor shall remain liable for any deficiency in accordance with the Notes.

(f) UCC. Unless the context otherwise requires, terms used in this Agreement which are defined in the Uniform Commercial Code shall have such defined meanings in this Agreement.

(g) Waivers. The Pledgor waives protest and notice of dishonor or Default with respect to the Notes, and all other notices to which the Pledgor might otherwise be entitled, except as otherwise expressly provided herein.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Pledgor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of TCVF.

(i) Amendment, etc. This Agreement may not be amended, modified or waived without the written consent of a Majority in Interest of the Pledgees and Pledgor.

(j) Severability. In the event any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of the parties under the remainder of this Agreement shall continue in full force and effect.

(k) TO THE FURTHEST EXTENT PERMITTED BY LAW, PLEDGOR HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THESE NOTES OR ANY MATTER ARISING IN CONNECTION HEREWITH.

(l) Governing Law. This Agreement has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of California, excluding the body of law relating to conflicts of law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated
Pledge Agreement to be duly executed as of the day and year first above written.

PTE DIGITAL, INC.

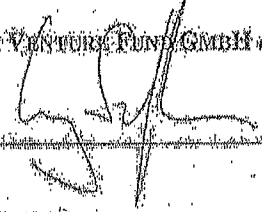
By


John Orant, CEO

T-COM VENTURE FUND CMBS & CO. KG

By

Name


Dr. Rüdiger Schwiegler
Managing Director

Title

By

Name


Patrick Weisberger
Managing Director

Title

Signature Page to Amended and Restated Pledge Agreement

709185/1/14

ADAM J. COHEN

EDWARD R. MCCrackEN AND REBECCA L.
MCCrackEN REVOCABLE TRUST

By: _____

Name: _____

Title: Trustee

CALA FAMILY 2000 TRUST

By: _____

Name: _____

Title: Trustee

CHRIS MURRAY

[Signature Page to Amended and Restated Pledge Agreement]

703714573v4

PATENT
REEL: 030441 FRAME: 0621

JONATHAN S. STORPER

LOIS E. GOERL, TRUSTEE OF THE HERMAN A.
GOERL AND LOIS E. GOERL TRUST OF 2002
SURVIVING SPOUSE'S TRUST, AND ANY
AMENDMENTS THERETO

BY: _____
LOIS E. GOERL

LOU ADISSI

LOUIS LAZARO ADISSI

MICHAEL AND KELLY EVANS

[Signature Page to Amended and Restated Pledge Agreement]

703714573v4

PATENT
REEL: 030441 FRAME: 0622

OGDEN RYAN LIVING TRUST

By: _____

Name: _____

Title: Trustee

PATRICIA R. HOLODAY FAMILY LIVING TRUST

DATED 5/4/98

By: _____

Name: _____

Title: Trustee

PHILLIP A. GOERL, TRUSTEE OF THE PHILLIP A.
GOERL TRUST DATED DECEMBER 15, 2005, AND
ANY AMENDMENTS THERETO

By: _____

PHILLIP A. GOERL

[Signature Page to Amended and Restated Pledgó Agreement]

703714573v4

ROGER S. SPRING, TRUSTEE OF THE ROGER S.
SPRING LIVING TRUST DATED DECEMBER 15, 2005,
AND ANY AMENDMENTS THERETO

BY: _____

ROGER S. SPRING

STEVE EVANS

[Signature Page to Amended and Restated Pledge Agreement]

703714573v4

PATENT
REEL: 030441 FRAME: 0624

ATTACHMENT 1
INTELLECTUAL PROPERTY ASSETS

Pledgor's intellectual property assets include all right, title and interest in the following:

A. Domain Names

Domains owned: .com, .net., .org., .info, .biz, .us

1. PieHome
2. PieDigital (not sure if we have .net)

Domains owned: .com and .net

1. PieSMB
2. PieSOHO
3. PieHomeNetworks
4. PieBusinessNetworks
5. PiePartners
6. PieAlliance
7. ThePieAlliance
8. PieCommunity
9. ThePieDish
10. PieCorporate
11. PieSupport
12. PieLaunch
13. MyPieNetworks
14. SleazyAsPie (for protection against spoof sites)

Domains owned: .com only

15. PieTek
16. PieWire

17. PiePlug
18. MyPieNetwork
19. PiePit (as an alternative to The Pie Dish, for community)

B. Patent Applications

1. P001 - Application No. 12/251,412, Filed 10/14/08
(original system patent)
2. P001WO - PCT Application No. PCT/US2008/079892, Filed 10/14/08
(PCT filing for P001)
3. P001X - Application No. 12/758,755, Filed 04/12/10
(Pie Index continuation patent)
4. P001X2 - Application No. N/A, Filed N/A
(Pie Key continuation patent)

C. Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Digital Home Integration Management	Application No. 78/716,084	Filed 09/19/05
Now Home Networking Is Easy As Pie	Application No. 78/716,083; Reg. No. 3,795,022	Filed 10/14/08 Registered 05/25/10
Now Home Networking Is Easy As Pie	Application No. 78/716,086	Filed 09/19/05
Pie	Application No. 78/716/088; Reg. No. 3,979,211	Filed 09/19/05 Registered 6/14/11

D. Additional software and Technology Components

The Pie platform is a distributed ecosystem consisting of:

Pie Box™

The Pie Box is a consumer-friendly desktop device which serves as a consumer dashboard or touch-point for the Pie service and their connected home. The Pie Box is a custom designed proprietary hardware device that includes the hardware (Linux OS, ARM9 processor, and color touch screen display), Pie Box software, and the Pie Key which is a unique custom USB device that simplifies the addition of devices to the consumer's home network and the installation of Pie Agent software. The Pie Box works in conjunction with the Pie Agents to monitor, manage and maintain the connected home.

Pie Agents™

Pie Agents are software agents that are distributed on intelligent networked devices within the Pie-managed home (e.g. Windows PCs, Mac Platforms, game consoles, etc). These software agents work in conjunction with the Pie Box to monitor and manage the connected home and leverage resources of the connected PCs and other devices.

Pie Home™

Pie Home is a consumer-facing desktop PC application that utilizes web resources. This PC interface provides the consumer with additional access points to the Pie Service to aid them in managing their connected home. While most of the interaction by consumers with the Pie service will be via the Pie Box, the Pie Home application design leverages the larger display screen of the PC and the full size keyboard. Over time, Pie Home will host a broad range of community and marketplace services.

Pie Base™

The Pie Base is a service oriented application architecture (SOA) platform that supports Pie's consumer and customer facing systems. Some of the additional services that run on the Pie Base provide automation of analysis and problem resolution and learning from every user, every fix, for each unique household configuration. In doing so, the Pie Base becomes an ever-growing repository of digital home intelligence. The Pie Base also aggregates a wide range of PC and network services, and supports both Pie customer tools (i.e. Pie Tech, Customer & Partner portals) and Pie consumer tools (i.e. Pie Box and My Pie) becoming an ever-growing source of normalized market data.

Pie Tech™

Pie Tech serves as a SaaS lens into the consumer's networked household for facilitated device management and intelligent service and support. Integrated into our customer's call center and field service management systems, Pie Tech provides (with consumer consent) direct access to a specific Pie-managed home network. Pie Tech provides the service technician with a holistic network or household view to identify networked resources and more efficiently perform diagnostics and repair, reducing call time, consumer frustration, truck-rolls and call-back frequency, as well as improving on-site service efficiency to streamline on-site visits. Pie Tech Mobile is the mobile application version of Pie Tech that supports the field service organizations. Pie Digital™ (not yet developed)

Pie Digital has been designed but remains in early stages of development. When complete, Pie Digital will serve as our customer/partner portal for the management of commercial business relationships.