

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Monster Patents, LLC | 07/19/2013 |
| RECEIVING PARTY DATA | |
| Name: | LocaModa, Inc. |
| Street Address: | One Broadway, 14th Floor |
| City: | Cambridge |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02116 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Application Number: | 12919057 |
| Application Number: | 12556394 |
| Application Number: | 11666628 |
| Patent Number: | 7450954 |
| CORRESPONDENCE DATA | |
| Fax Number: | 2028611783 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 202-861-1500 |
| Email: | patents@bakerlaw.com |
| Correspondent Name: | Baker & Hostetler LLP |
| Address Line 1: | 1050 Connecticut Avenue, NW |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20036 |
| ATTORNEY DOCKET NUMBER: | 47202.3 |
| NAME OF SUBMITTER: | Stephen S. Fabry |
| Signature: | /Stephen S. Fabry/ |

CH \$160.00 12919057

Date:

07/19/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 19, 2013 by and between Monster Patents, LLC, a Florida limited liability company (the "Purchaser") and LocaModa, Inc., a Delaware corporation (the "Seller").

RECITALS:

WHEREAS, the Purchaser and the Seller have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), and that certain Security Agreement (the "Security Agreement"), pursuant to which the Purchaser is required, among other things, to execute and deliver to the Seller this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Seller to enter into the Purchase Agreement, the Purchaser hereby agrees with the Seller as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) The following capitalized words and phrases shall have the meanings set forth below:

"Patents" shall mean all rights, priorities and privileges, whether arising under United States, multinational or foreign laws or otherwise, relating to patents, all registrations and applications for registration therefor and all licensees thereof, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Trademarks" shall mean all rights, priorities and privileges, whether arising under United States, multinational or foreign laws or otherwise, relating to service marks or trademarks, all registrations and applications for registration therefor and all licensees thereof, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Grant of Security Interest in Intellectual Property. The Purchaser hereby grants to the Seller a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) the Patents of the Purchaser listed on Schedule I attached hereto;
- (b) the Trademarks of the Purchaser listed on Schedule II attached hereto; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Seller pursuant to the Security Agreement and Purchaser hereby acknowledges and affirms that the rights and remedies of the Seller with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Agreement is deemed to conflict or be inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control. In the event that any provision of this Agreement is deemed to conflict or be inconsistent with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full and discharge of all Obligations, the lien and security interest granted hereunder shall automatically terminate and the Seller shall execute, acknowledge, and deliver to the Purchaser an instrument in writing in recordable form releasing the lien and security interest in the Patents and Trademarks under this Agreement.

SECTION 5. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to principles of conflict of laws or choice of laws and, to the extent applicable, by U.S. federal law. The parties hereto submit to the exclusive jurisdiction of the state and federal courts located in Delaware in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in two or more counterparts, and by electronic or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 7. Amendments. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Seller and the Purchaser. No waiver of any provision of this Agreement, and no consent to any departure by the Purchaser herefrom, shall in any event be effective unless the same shall be in writing and signed by the Seller, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

[Signature Page Follows]

The parties have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

PURCHASER:

MONSTER PATENTS, LLC

By: Monster Vision, LLC, its sole member

By: 

Name: Christopher Beauchamp

Title: Chief Executive Officer

SELLER:

LOCAMODA, INC.

By: _____

Name: Stephen Randall

Title: President and Chief Executive Officer

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PURCHASER:

MONSTER PATENTS, LLC

By: Monster Vision, LLC, its sole member

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Name: Christopher Beauchamp

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SELLER:

LOCAMODA, INC.

By: _____

Name: Stephen Randall

Title: President and Chief Executive Officer

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

| <u>Patent Name</u> | <u>Country</u> | <u>Registration Number</u> | <u>Record Owner</u> |
|--|----------------|----------------------------|----------------------|
| System and method for providing and managing location-based interactive content. | U.S. | 7,450,954 | Monster Patents, LLC |

Patent Applications:

| <u>Patent Name</u> | <u>Country</u> | <u>Application Number</u> | <u>Applicant</u> |
|--|----------------|---------------------------|----------------------|
| Apparatus and Methods for Associating a User's Activity in Relation to Physical Location with a Virtual Community. | U.S. | 12/919,057 | Monster Patents, LLC |
| Automatic Content Retrieval Based on Location-Based Screen Tags. | U.S. | 12/556,394 | Monster Patents, LLC |
| System and Method for Interactive Marketing. | U.S. | 11/666,628 | Monster Patents, LLC |

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| Trademark Name | Country | Registration Number | Record Owner |
|--|---------|---------------------|----------------------|
| "WIFFITI" for communication services, namely, wireless digital messaging services, in Class 38 | U.S. | 3308891 | Monster Patents, LLC |