

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2626471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HIPCRICKET, INC.	11/22/2013

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	6594961
Patent Number:	7269636
Patent Number:	7783721
Patent Number:	7831690
Patent Number:	8219642
Patent Number:	8458294
Application Number:	11446904
Application Number:	11864758
Application Number:	11864772
Application Number:	11864790
Application Number:	11864799
Application Number:	12278131
Application Number:	12538687
Application Number:	12974119
Application Number:	13098542

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Application Number:	13164855
Application Number:	13167080
Application Number:	13239945
Application Number:	13239978
Application Number:	13396799
Application Number:	13543382
Application Number:	13658448
Application Number:	13717066
Application Number:	13749444
Application Number:	13749931
Application Number:	13760709
Application Number:	13686082
Application Number:	13486101
Application Number:	11363738
Application Number:	13685072

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	354271-469
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/s/ Troy Zander
Date:	11/22/2013

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 22, 2013 by and between SILICON VALLEY BANK ("Bank") and HIPCRICKET, INC. ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of November 22, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 Agreement.

B. Pursuant to the terms of the 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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include the Excluded Intellectual Property (as defined in the Loan Agreement).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

HIPCRICKET, INC.

J. V. Virgin
By: Thomas J. Virgin
Title: CEO

BANK:

SILICON VALLEY BANK

[Signature]
By: Michael Jackson
Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VoiceStick	TX0006436839	10/11/06

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Interactive networking device	11446904	6/5/06
Method and system for adding function to a web page	6594961	7/15/03
Method and code module for adding function to a web page	7269636	9/11/07
Method and code module for adding function to a web page	7783721	8/24/10
Appliance metaphor for adding media function to a web page	7831690	11/9/10
System and method for adding targeted content in a web page	8219642	7/10/12
System and method for adding targeted content in a web page	8458294	6/4/13
Apparatuses, methods and systems for code triggered information querying and serving on mobile devices based on profiles	11864758	9/28/07
Apparatuses, methods and systems for anticipatory information querying and serving on mobile devices based on profiles	11864772	9/28/07
Apparatuses, methods and systems for coordinating personnel based on profiles	11864790	9/28/07
Apparatuses, methods and systems for determining and announcing proximity between trajectories	11864799	9/28/07
Apparatuses, methods and systems for a graphical code-serving interface	12278131	8/23/10
Systems and methods of initiating a call	12538687	8/10/09
System and method of using a dynamic access number architecture	12974119	12/21/10
Apparatuses, methods and systems for information querying and serving on mobile devices based on ambient conditions	13098542	5/2/11
Apparatuses, methods and systems for anticipatory	13164855	6/21/11

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information querying and serving on mobile devices based on profiles		
Apparatuses, methods and systems for a code-mediated content delivery platform	13167080	6/23/11
Apparatuses, methods and systems for information querying and serving on the internet based on profiles	13239945	9/22/11
Apparatuses, methods and systems for information querying and serving in a virtual world based on profiles	13239978	9/22/11
System for enhanced barcode decoding and image recognition and method therefor	13396799	2/15/12
System and method for adding targeted content in a web page	13543382	7/6/12
System and method for augmented reality using multi-modal sensory recognition from artifacts of interest	13658448	10/23/12
System and method for accessing product information for an informed response	13717066	12/17/12
System and method for dynamically forming user groups	13749444	1/24/13
System and method for providing content information via sms messaging	13749931	1/25/13
System and method of media over an internet protocol communication	13760709	2/6/13
System and methods to route calls over a voice and data network	13686082	11/27/12
Method and system for generation of anonymous profiles from a tri-level mapping of mobile network marketing econometrics	13486101	6/1/12
Electronic marketing system and method	11363738	2/28/06
Method and system of renegotiating end-to-end voice over internet protocol codecs	13685072	11/26/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AD SERVE	85181957	11/21/10
AD LIFE	85181956	11/21/10
MODAVOX	78668842	7/12/05
A+	77945224	2/25/10
AUGME	77945108	2/25/10
JAGTAG	77306986	10/18/07
BOOMBOX	77489934	6/3/08
BOOMBOX RADIO	75722911	6/7/99
TX4INFO	78658033	6/24/05
TX2FIND	78658026	6/24/05
TX2WEB	78658007	6/24/05
TX2TRY	78650433	6/14/05
HIPCRICKET	78650404	6/14/05
INTERACTION PLANNER	77534575	7/30/08
HIPCRICKET	77302094	10/11/07
I2BRIDGE	77175343	5/8/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None registered

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