TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YONTOO TECHNOLOGY, INC.		03/09/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10421 Wateridge Circle, Suite 150
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77917924	PAGERAGE
Serial Number:	77917938	BUZZDOCK
Serial Number:	77917894	YONTOO

CORRESPONDENCE DATA

Fax Number: (858)638-5016

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8586771416

Email: lisa.ortiz@dlapiper.com

Correspondent Name: Lisa A. Ortiz

Address Line 1: DLA Piper LLP (US)

Address Line 2: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 363363-000025

NAME OF SUBMITTER: Troy Zander

TRADEMARK REEL: 004495 FRAME: 0882 90 00 77917

Signature:	/s/ Troy Zander
Date:	03/10/2011
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "IP Security Agreement") is entered into as of March $\frac{Q}{2}$, 2011, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and YONTOO TECHNOLOGY, INC., a Delaware corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between, inter alia, Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit 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 and patents to secure the obligations of Grantor under the Credit Agreement.

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 Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Grant of Security.

- (a) To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and piedges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.
- (b) This security interest is granted in conjunction with the security interest granted to Bank by Grantor under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement 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 in the Credit Agreement 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 IP Security Agreement, the Credit Agreement 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.
- (c) Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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-1-

Miscellaneous.

- (a) This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- (b) This iP Security Agreement shall be deemed to have been executed and delivered within the State of California and the laws of such State (irrespective of its choice of law principles) shall govern the validity of this IP Security Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this IP Security Agreement.
- (c) This IP Security Agreement may be amended or modified only in writing signed by Bank and Grantor.
- (d) Nothing in this IP Security Agreement, expressed or implied, however, is intended to confer upon any person, other than the parties and their authorized assignees or their successors by operation of law, any rights, remedies, liabilities or obligations under or by reason of this IP Security Agreement, except as expressly provided herein.

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-2-

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:	
Address of Grantor:	YONTOO TECHNOLOGY, INC.	
2701 Loker Avenue West, Suite 200 Carlsbad, CA 92010	Name: AYIR TROUTE	
Attn: Chief Financial Officer	Title: CEO	
	BANK:	
Address of Bank:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
10421 Waterioge Circle, Suite 150 San Diago, CA 92121	Management	
Attn: Raquel Cunningham, Vice President, Relationship Manager	Name:	

[Signature Page to Intellectual Property Security Agreement]

WEST/22218652 363363-000025

EXHIBIT A

Copyrights

Description

Registration Number Registration Date

None

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EXHIBIT B

Patents

Description	Patent/App. No.	File Date
System, method and apparatus for creating and using a virtual layer within a web browsing environment	12/455797	6/8/09
System, method and apparatus for creating and using a virtual layer to display information from third party businesses within a web browsing environment	12/960322	12/3/10
Method and system for implementing cross-domain messaging	61/408515	10/29/10
Method and system for installation of computing applications	12/960359	12/3/10
Method and system for aggregation of search results	12/960340	12/3/10

WEST\22218652 363363-000025

EXHIBIT C

Trademarks

	Serial/Registration		
Description	<u>No.</u>	File Date	
PAGERAGE	77917924	01/22/10	
BUZZDOCK	77 9 179 38	01/22/10	
YONTOO	77917894	01/22/10	

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RECORDED: 03/10/2011