

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zefr, Inc.		03/25/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Vobile, Inc.		
Street Address:	2880 Lakeside Drive, Suite 360		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3747931	AUDIOTRACKER	
Registration Number:	3750886	AUDIOTRACKER	
Registration Number:	4939063	BLAYZE	
Registration Number:	2478846	FORMOVIES	
Registration Number:	3765214	MEDIADNA	
Registration Number:	3766506	MEDIADNA	
Registration Number:	3656148	MEDIATRACKER	
Registration Number:	3753457	MEDIATRACKER	
Registration Number:	3619039	MEDIAWISE	
Registration Number:	3942626	MEDIAWISE	
Registration Number:	1835804	PAY PER TRANSACTION	
Registration Number:	5284547	PAY PER TRANSACTION	
Registration Number:	3691412	POWERING THE INTERNET VIDEO ECONOMY	
Registration Number:	1527442	PPT	
Registration Number:	4737782	RECLAIM	
Registration Number:	4780082	REMATCH	
Registration Number:	4899709	RENTAILER	
Registration Number:	2117294	RPM	
Registration Number:	3573274	VDDB	

CH \$840.00 3747931

Property Type	Number	Word Mark
Registration Number:	3774173	VDDB
Registration Number:	3756938	VDNA
Registration Number:	3763857	VDNA
Registration Number:	3738408	VIDEOTRACKER
Registration Number:	3819875	VIDEOTRACKER
Registration Number:	3354129	VOBILE
Registration Number:	3695405	VOBILE
Registration Number:	5187979	VOBILE
Registration Number:	4338693	VOBILE CLOUD
Registration Number:	4654276	VOBILE MSYNC
Registration Number:	5467023	V
Registration Number:	4626511	CHANNELID
Registration Number:	4626512	RIGHTSID
Registration Number:	5005352	VIDEOID

CORRESPONDENCE DATA

Fax Number:

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

Phone: 8585094071
Email: sdipdocket@pillsburylaw.com
Correspondent Name: Michelle L. Mehok
Address Line 1: 12255 El Camino Real, Suite 300
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Michelle L. Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	03/25/2022

Total Attachments: 18

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**RELEASE OF PATENT AND TRADEMARK
SECURITY AGREEMENTS**

This RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENTS (this "Release") is dated as of March 25, 2022, and entered into by Vobile, Inc., a California corporation ("Vobile", or the "Debtor"). It is being filed to release the lien and security interest of Zefr, Inc. ("Secured Party"), which was assigned to Sure Achiever Limited, a Hong Kong company ("Assignee").

WITNESSETH:

WHEREAS, Debtor executed a Subordinated Secured Note in favor of Secured Party on November 15, 2019 (the "Note") as well as a Subordinated Guarantee and Security Agreement (the "Security Agreement") in favor of Secured Party and Secured Party entered into an Intercreditor and Subordination Agreement as Subordinated Agent with a senior creditor;

WHEREAS, Secured Party assigned its rights to the Note and the Security Agreement to Assignee on November 25, 2019, and all of its rights and obligations as Subordinated Agent, but Assignee never recorded the assignment with the USPTO;

WHEREAS, pursuant to the Security Agreement, the Debtor executed and delivered to the Secured Party a Patent Security Agreement dated as of November 15, 2019 (the "Patent Security Agreement") which was recorded with the United States Patent and Trademark Office ("USPTO") on November 19, 2019, in Reel 051032, Frame 0897 and which pertained to the fourteen issued patents and patent applications listed on Exhibit A (the "Patents");

WHEREAS, pursuant to the Security Agreement, the Debtor executed and delivered to the Secured Party a Trademark Security Agreement dated as of November 15, 2019 (the "Trademark Security Agreement") which was recorded with the USPTO on November 19, 2019, in Reel 6797, Frame 0628 and which pertained to the thirty-three registered trademarks and trademark applications listed on Exhibit B (the "Trademarks"); and

WHEREAS, Debtor has paid in full the Note and extinguished the obligations covered by the Security Agreement, the Patent Security Agreement, and the Trademark Security Agreement, and has been authorized by Assignee to make filings with the USPTO to terminate the associated security interests and liens;

NOW, THEREFORE, for other good and valuable consideration, including the satisfaction of the Note and all other obligations, indebtedness and liabilities secured by the Patent Security Agreement and Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined in this Release have the meanings given to them in the Security Agreement, Patent Security Agreement, or Trademark Security Agreement.

2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Per the authority granted by Assignee, all liens and security interests granted pursuant to the Patent Security Agreement are hereby released in full and all of Assignee's (and Secured Party's) right, title, claim and interest in and to the Patent Collateral are hereby reconveyed in full to Debtor, including, but not limited to the Patents.

3. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Per the authority granted by Assignee, all liens and security interests granted pursuant to the Trademark Security Agreement are hereby released in full and all of Assignee's (and Secured Party's) right, title, claim and interest in and to the Trademark Collateral are hereby reconveyed in full to Debtor, including, but not limited to the Trademarks.

4. RECORDATION. Per the authority granted by Assignee, the Debtor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release of the lien and security interest in the Patent Collateral and the Trademark Collateral.

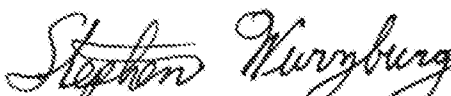
5. FURTHER ASSURANCE. Per the authority granted to the Assignee, the Debtor, on behalf of the Assignee, hereby agrees, at its sole expense, to duly execute, acknowledge, procure, and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the release of the lien and security interest in the Patent Collateral and Trademark Collateral contemplated by this Release.

6. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by Debtor or its respective successors and assigns.

7. GOVERNING LAW. This Release shall be construed in accordance with and governed by the laws of the State of California.

Date Executed: March 25, 2022

Vobile, Inc.

By 
Stephen M. Wurzburg, Secretary

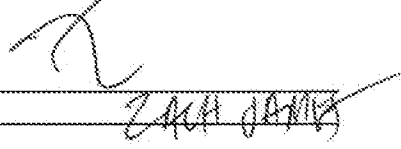
LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ZEFR, INC., a California corporation

By: _____

Name: _____

A handwritten signature in black ink, appearing to read "ZACH JAMES", is written over a horizontal line. A diagonal line from the top right corner of the page crosses over the signature.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007671 FRAME: 0633**

EXHIBIT A

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5824603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VOBILE, INC.	11/15/2019
RECEIVING PARTY DATA	
Name:	ZEFR, INC.
Street Address:	4101 REDWOOD AVE.
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	8689337
Patent Number:	8009861
Patent Number:	8204314
Patent Number:	8793274
Patent Number:	8131708
Patent Number:	8615506
Patent Number:	9367744
Patent Number:	9414128
Patent Number:	9479845
Patent Number:	9430565
Patent Number:	9432712
Patent Number:	9544666
Patent Number:	9432477
Patent Number:	9697576
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4045723828
Email:	tkirillova@kslaw.com

Correspondent Name: TATYANA KIRILLOVA
Address Line 1: 1180 PEACHTREE STREET, N.E.
Address Line 2: KING & SPALDING LLP
Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER: TATYANA KIRILLOVA

SIGNATURE: //Tatyana Kirillova//

DATE SIGNED: 11/18/2019

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Patent Security Agreement*”) is made this 15th day of November, 2019 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and ZEFR, INC., a California corporation (“*Lender*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Note, dated as of November 15, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Subordinated Note*”), made by Vobile, Inc., a California corporation (“*Borrower*”) in favor of Lender, Lender has made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Subordinated Note and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender, that certain Guaranty and Security Agreement, dated as of November 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Guaranty and Security Agreement*”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Subordinated Note, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Patent Collateral*”):

- (a) all of its Patents including those referred to on Schedule I; and
- (b) all of the Proceeds and products, whether tangible or intangible, of any of the foregoing.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VOBILE, INC. a California corporation

By: _____
Name: Yangbi
Title: Chief Executive Officer



[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 007671 FRAME: 0639

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ZEFR, INC., a California corporation

By: 

Name: ZACH AMES

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 007671 FRAME: 0640

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

<u>No.</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
1.	Vobile, Inc.	US 8,689,337 B2	Systems and Methods of Fingerprinting and Identifying Video Objects
2.	Vobile, Inc.	US 8,009,861 B2	Method and System for Fingerprinting Digital Video Object Based on Multiresolution, Multirate Spatial and Temporal Signatures
3.	Vobile, Inc.	US 8,204,314 B2	Method and System for Fingerprinting Digital Video Object Based on Multiresolution, Multirate Spatial and Temporal Signatures
4.	Vobile, Inc.	US 8,793,274 B2	Systems and Method for Auto Content Recognition
5.	Vobile, Inc.	US 8,131,708 B2	Methods and Systems for Monitoring and Tracking Videos on the Internet
6.	Vobile, Inc.	US 8,615,506 B2	Methods and Systems for Monitoring and Tracking Videos on the Internet
7.	Vobile, Inc.	US 9,367,744	System and methods of fingerprinting and identifying media contents
8.	Vobile, Inc.	US 9,414,128	System and Method for Providing content-aware persistent Ads
9.	Vobile, Inc.	US 9,479,845	System and Method for auto content recognition
10.	Vobile, Inc.	US 9,430,565	Providing Relevant Content
11.	Vobile, Inc.	US 9,432,712	Updating Channel Appearance
12.	Vobile, Inc.	US 9,544,666	Automated Pre and Post Roll Production
13.	Vobile, Inc.	US 9,432,477	Identifying Matching Video Content
14.	Vobile, Inc.	US 9,697,576	Mitigating Unauthorized Content Claims

EXHIBIT B

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vobile, Inc.		11/15/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zefr, Inc.		
Street Address:	4101 Redwood Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3747931	AUDIOTRACKER	
Registration Number:	3750886	AUDIOTRACKER	
Registration Number:	4939063	BLAYZE	
Registration Number:	2478846	FORMOVIES	
Registration Number:	3765214	MEDIADNA	
Registration Number:	3766506	MEDIADNA	
Registration Number:	3656148	MEDIATRACKER	
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Registration Number:	3942626	MEDIAWISE	
Registration Number:	1835804	PAY PER TRANSACTION	
Registration Number:	5284547	PAY PER TRANSACTION	
Registration Number:	3691412	POWERING THE INTERNET VIDEO ECONOMY	
Registration Number:	1527442	PPT	
Registration Number:	4737782	RECLAIM	
Registration Number:	4780082	REMATCH	
Registration Number:	4899709	RENTAILER	
Registration Number:	2117294	RPM	
Registration Number:	3573274	VDDB	

OP \$840.00 3747931

Property Type	Number	Word Mark
Registration Number:	3774173	VDDB
Registration Number:	3756938	VDNA
Registration Number:	3763857	VDNA
Registration Number:	3738408	VIDEOTRACKER
Registration Number:	3819875	VIDEOTRACKER
Registration Number:	3354129	VOBILE
Registration Number:	3695405	VOBILE
Registration Number:	5187979	VOBILE
Registration Number:	4338693	VOBILE CLOUD
Registration Number:	4654276	VOBILE MSYNC
Registration Number:	5467023	V
Registration Number:	4626511	CHANNELID
Registration Number:	4626512	RIGHTSID
Registration Number:	5005352	VIDEOID

CORRESPONDENCE DATA

Fax Number: 4045725100

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

Phone: 4045723428

Email: tkirilova@kslaw.com

Correspondent Name: Tatyana Kirillova

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 27252.022002

NAME OF SUBMITTER: Tatyana Kirillova

SIGNATURE: //Tatyana Kirillova//

DATE SIGNED: 11/18/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 15th day of November, 2019 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and ZEFR, INC., a California corporation (“*Lender*”).

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Note, dated as of November 15, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Subordinated Note*”), made by Vobile, Inc., a California corporation (“*Borrower*”) in favor of Lender, Lender has made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Subordinated Note and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Guaranty and Security Agreement, dated as of November 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Guaranty and Security Agreement*”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Subordinated Note, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all of the Proceeds and products, whether tangible or intangible, of any of the foregoing;

provided; that, the Trademark Collateral shall not include any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

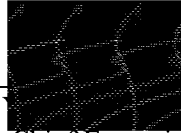
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VOBILE, INC. a California corporation

By: _____
Name: _____
Title: Chief Executive Officer




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007671 FRAME: 0647

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>No.</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
1.	Vobile, Inc.	3747931	AudioTracker
2.	Vobile, Inc.	3750886	AudioTracker
3.	Vobile, Inc.	4939063	BLAYZE
4.	Vobile, Inc.	2478846	Formovies
5.	Vobile, Inc.	3765214	MediaDNA
6.	Vobile, Inc.	3766506	MediaDNA
7.	Vobile, Inc.	3656148	MediaTracker
8.	Vobile, Inc.	3753457	MediaTracker
9.	Vobile, Inc.	3619039	MediaWise
10.	Vobile, Inc.	3942626	MediaWise
11.	Vobile, Inc.	1835804	Pay Per Transaction
12.	Vobile, Inc.	5284547	Pay Per Transaction
13.	Vobile, Inc.	3691412	Powering The Internet Video Economy
14.	Vobile, Inc.	1527442	PPT
15.	Vobile, Inc.	4737782	RECLAIM
16.	Vobile, Inc.	4780082	REMATCH
17.	Vobile, Inc.	4899709	Rentailer
18.	Vobile, Inc.	2117294	RPM
19.	Vobile, Inc.	3573274	VDDB
20.	Vobile, Inc.	3774173	VDDB
21.	Vobile, Inc.	3756938	VDNA
22.	Vobile, Inc.	3763857	VDNA
23.	Vobile, Inc.	3738408	VideoTracker
24.	Vobile, Inc.	3819875	VideoTracker
25.	Vobile, Inc.	3354129	Vobile
26.	Vobile, Inc.	3695405	Vobile
27.	Vobile, Inc.	5187979	vobile
28.	Vobile, Inc.	4338693	VOBILE CLOUD
29.	Vobile, Inc.	4654276	vobile msync
30.	Vobile, Inc.	5467023	
31.	Vobile, Inc.	4626511	CHANNELID
32.	Vobile, Inc.	4626512	RIGHTSID
33.	Vobile, Inc.	5005352	VIDEOID