

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
hi5 Networks, Inc.		06/11/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hercules Technology II, L.P.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	90126		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78978162	HI5	
Serial Number:	78792869	HI5	
Serial Number:	78978161	HI5	
CORRESPONDENCE DATA			
Fax Number:	(866)369-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8475421858		
Email:	ebagarella@herculestech.com		
Correspondent Name:	Eileen M. Bagarella		
Address Line 1:	c/o Design Centrix, Hercules Technology		
Address Line 2:	934 Church Street		
Address Line 4:	Elmhurst, ILLINOIS 60126		
NAME OF SUBMITTER:	Eileen M. Bagarella		
Signature:	/Eileen M. Bagarella/		

OP \$90.00 78978162

Date:

06/12/2009

Total Attachments: 4

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**COLLATERAL GRANT OF SECURITY
INTEREST IN TRADEMARKS**

This Collateral Grant of Security Interest in Trademarks (this "Agreement") is made on this 11th day of June, 2009, by hi5 Networks, Inc., a California company, Five Fingers, Inc., a Delaware company and PixVerse, Inc., a Delaware company ("Grantor"), for the benefit of Hercules Technology II, L.P., a Delaware limited partnership ("Grantee").

WHEREAS, Grantor owns an interest in the trademarks and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 10, 2007 and Amendment No. 1 to the Loan and Security Agreement dated December 9, 2008 and related Promissory Note (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Trademarks, Trademark Licenses, and applications for Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule A;

(ii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California is without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such

further instruments and documents and take such further action as Grantee may request for the purpose of enabling Grantee to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

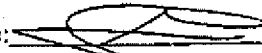
8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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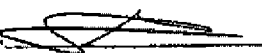
IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Trademarks as of the date first set forth above.

Grantor:


hi5 Networks, Inc.

Signature: 
Print Name: Jeff Stephens
Title: CFO

Five Fingers, Inc.

Signature: 
Print Name: Jeff Stephens
Title: CFO

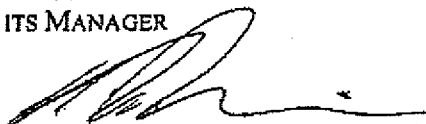
PixVerse, Inc.

Signature: 
Print Name: Jeff Stephens
Title: CFO

**HERCULES TECHNOLOGY II, L.P.,
A DELAWARE LIMITED PARTNERSHIP**

**BY: HERCULES TECHNOLOGY SBIC
MANAGEMENT, LLC, ITS GENERAL PARTNER**

**BY: HERCULES TECHNOLOGY GROWTH CAPITAL,
INC., ITS MANAGER**

By: 
Name: K. Nicholas Martitsch
Title: Associate General Counsel

SCHEDULE A

**Hi5 Networks, Inc.
Trademark Applications
June 2009**

Mark	Country	Application No.	Application Date
Hi5	Australia	1124118	Jul-17-2006
Hi5	Canada	1309348	Jul-17-2006
Hi5	European Community	5202791	Jul-17-2006
Hi5	India	1470680	Jul-17-2006
Hi5	Mexico	900934	Dec-07-2007
Hi5	Mexico	900935	Dec-07-2007
Hi5	Mexico	900936	Dec-07-2007
Hi5	Mexico	900937	Dec-07-2007
Hi5	Mexico	902689	Dec-17-2007
Hi5	Mexico	900938	Dec-07-2007
Hi5	Romania	M 2007 011226	Dec-06-2007
Hi5	Thailand	682454	Dec-20-2007
Hi5	Thailand	682455	Dec-20-2007
Hi5	Thailand	682456	Dec-20-2007
Hi5	Thailand	682457	Dec-20-2007
Hi5	Thailand	682458	Dec-20-2007
Hi5	Thailand	682459	Dec-20-2007
Hi5	United States	78/978,162	Jan-17-2006
Hi5 and Design	Australia	1124119	Jul-17-2006
Hi5 and Design	Canada	1309349	Jul-17-2006
Hi5 and Design	European Community	5202775	Jul-17-2006
Hi5 and Design	India	1470681	Jul-17-2006
Hi5 and Design	United States	78/792,869	Jan-17-2006
Hi5 and Design	United States	78/978,161	Jan-17-2006