## 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
Nimblefish Technologies Inc.		10/30/2009	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Sigma Partners V, L.P.	
Street Address:	1600 El Camino Real	
Internal Address:	Suite 280	
City:	Menlo Park	
State/Country:	CALIFORNIA	
Postal Code:	94025	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

Name:	Sigma Associates V, L.P.	
Street Address:	1600 El Camino Real	
Internal Address:	Suite 280	
City:	Menlo Park	
State/Country:	CALIFORNIA	
Postal Code:	94025	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

Name:	Sigma Investors V, L.P.	
Street Address:	1600 El Camino Real	
Internal Address:	Suite 280	
City:	Menlo Park	
State/Country:	CALIFORNIA	
Postal Code:	94025	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

Name: CVP SBIC, L.P.		CVP SBIC, L.P.
Street Address: 1010 El Camino Real		1010 El Camino Real

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ity:	Menlo Park	Menlo Park		
State/Country:	CALIFORNIA			
Postal Code:	94025			
Entity Type:	intity Type: LIMITED PARTNERSHIP: DELAWARE			
Name:	Cardinal Venture Affili	iates, L.P.		
Street Address:	1010 El Camino Real			
Internal Address:	Suite 250			
City:	Menlo Park			
State/Country:	CALIFORNIA			
Postal Code:	94025			
Entity Type:	LIMITED PARTNERS	SHIP: DELAWARE		
Name:	Cardinal Venture Part	tners, L.P.		
Street Address:	1010 El Camino Real			
Internal Address:	Suite 250			
City:	Menlo Park			
State/Country:	CALIFORNIA			
Postal Code:	94025			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
Name:	QuestMark Partners I	I, L.P.		
Street Address:	One South Street			
Internal Address:	Suite 800			
City:	Baltimore			
State/Country:	MARYLAND			
Postal Code:	21202			
Entity Type:	LIMITED PARTNERS	SHIP: DELAWARE		
Name:	QuestMark Partners S	Side Fund II, L.P.		
Street Address:	One South Street			
Internal Address:	Suite 800			
City:	Baltimore			
State/Country:	MARYLAND			
Postal Code:	21202			
Entity Type:	Type: LIMITED PARTNERSHIP: DELAWARE			
PROPERTY NUMBE	RS Total: 10			
Property Type Number Word Mark				
. , ,,		TRADEMARK		

Registration Number:	3690718	PURL
Registration Number:	2905241	INDIVIDUA
Registration Number:	2905240	INDIVIDUA
Serial Number:	78336673	INDIVIDUA
Serial Number:	77037876	NIMBLEVISION
Registration Number:	3387355	NIMBLEFISH
Serial Number:	77011253	NIMBLEVOICE
Serial Number:	76172532	INDIVIDUA
Registration Number:	2494335	PURL
Registration Number:	2490708	NIMBLEFISH

### **CORRESPONDENCE DATA**

Fax Number: (443)263-4108

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

Email: dksawyer@ober.com

Correspondent Name: Anwar L. Young, Esq.

Address Line 1: 120 E. Baltimore Street

Address Line 2: Ober|Kaler

Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	025251/085042 DKS
NAME OF SUBMITTER:	Anwar L. Young
Signature:	/Anwar L. Young - dks/
Date:	11/09/2009

#### **Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made by and among NIMBLEFISH TECHNOLOGIES INC., a Delaware corporation ("Grantor"), and the secured parties listed on the signature pages hereto (each, a "Secured Party" and, collectively, the "Secured Parties").

#### RECITALS

- A. Each Secured Party has made and has agreed, pursuant to a certain Note and Warrant Purchase Agreement dated as of the date hereof between Grantor and the Secured Parties (the "October Purchase Agreement") to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by those certain Secured Convertible Promissory Notes dated as of the date hereof, executed by Grantor in favor of each Secured Party and such other Secured Convertible Promissory Notes (each, a "Note" and, collectively, the "Notes") which have been previously issued by Grantor to the Secured Parties pursuant to (i) that certain Note and Warrant Purchase Agreement dated May 10, 2007, as amended, (ii) that certain Note and Warrant Purchase Agreement dated December 21, 2007, as amended, and (iii) that certain Note and Warrant Purchase Agreement dated April 27, 2009, as amended (collectively, with the October Purchase Agreement, the "Purchase Agreements"), such advances, prior advances, future advances, and financial accommodations being referred to herein as the "Loans".
- B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to each Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

#### 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 Notes, the Purchase Agreements, the Security Agreement, and this Intellectual Property Security Agreement (collectively, the "Loan Documents"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to each Secured Party 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. For the avoidance of doubt, the principal and accrued but unpaid interest under the Notes shall be secured hereunder on a last-in, first-out basis.

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This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that <u>Exhibits A. B. and C</u> attached hereto set forth any and all intellectual property rights with respect 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.

[Signature pages follow.]

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.

GRANTO	R;	SECURED PARTIES:
Nimblefi	SR TECHNOLOGIES INC.	SIGMA PARTNERS V. L.P.
By:	43~	
Name: Title:	Steve Bach President and Chief Operations Officer	By: Sigma Management V. L.L.C., Its General Partner
Address:	Suite 600	Signature:
	San Francisco, CA 94105	Print Name:
		Title:
		Sigma Associates V, L.P.
		By: Sigma Management V, L.L.C., Its General Partner
		Signature:
		Print Name:
		Trie:
		Sigma investors V. L.P.
		By: Sigma Management V. L.L.C., Its General Pariner
		Signature:
		Print Name:
		Title:

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:	SECURED PARTIES:		
Nimblefish Technologies Inc.	Sigma Partners V, L.P.		
Ву:			
Name: Steve Bach Title: President and Chief Operation Officer	By: Sigma Management V, L.L.C., Its General Partner		
Address: 149 New Montgomery Street Suite 600	Signature:		
San Francisco, CA 94105	Print Name: June 6. Find		
	Title: Jan Att		
	SIGMA ASSOCIATES V, L.P.		
	By: Sigma Management V, L.L.C., Its General Partner		
	Signature: April 1802		
	Print Name:		
	Title: 44/2/		
	SIGMA INVESTORS V. L.P.		
	By: Sigma Management V, L.L.C., Its General Partner		
	Signature:		
	Print Name: Lywine 6. Eurol		
	Title: Grafff		

## CVP SBIC, L.P.

By: CV SBIC, Inc., its General Partner

Signature:

Print Name: Derek Blazensky, Principal

CARDINAL VENTURE AFFILIATES, L.P.

By: Cardinal Ventures, LLC, its General Partner

Signature:

Print Name: Derek Blazensky, Principal

CARDINAL VENTURE PARTNERS, LP

By: Cardinal Ventures, LLC, its General Partner

Signature:

Print Name: Derek Blazensky, Principal

QUESTMARK PARTNERS IL, L.P.

By: QuestMark Advisers II, LLC, its General Partner

Signature:

Print Name: Bonjamin S. Schapiro-Chairman & CEO

Title:

QUESTMARK PARTNERS SIDE FUND II, L.P.

By: QuestMark Advisers II, LLC, its General Partner

Signature:

Benjamin S. Schapin. Print Name:

Oneirmen & CEO

Title:

# EXHIBIT A

## **COPYRIGHTS**

None.

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EXHIBIT B

**PATENTS** 

None.

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# EXHIBIT C

## TRADEMARKS

Description	Serial Number	Registration/ Application Number	Status
PURL	78957989	3690718	Active
INDIVIDUA	78336696	2905241	Active
INDIVIDUA	78336685	2905240	Active
INDIVIDUA	78336673		Inactive
NIMBLEVISION	77037876		Inactive
NIMBLEFISH	77011249	3387355	Active
NIMBLEVOICE	77011253		Inactive
INDIVIDUA	76172532		Inactive
PURL	76139499	2494335	Active
NIMBLEFISH	76139498	2490708	Active

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**RECORDED: 11/09/2009**