

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEVIO, INC.		02/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX VENTURE FINANCE LLC		
Street Address:	245 PARK AVENUE, 19TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LLC: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3576238	PODSHOW	
Registration Number:	3183830	STICK IT IN YOUR EAR	
Registration Number:	3232852		
Registration Number:	3332459	MASHBOARD	
Registration Number:	3306142	CASTBLASTER	
Registration Number:	3414025	TEXTRA	
Registration Number:	3425580		
Registration Number:	3770333	MUSIC ALLEY	
CORRESPONDENCE DATA			
Fax Number:	(213)452-4472		
Phone:	213-452-4470		
Email:	pkellner@nationalcorp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	National Corporate Research, LTD		

OP \$215.00 3576238

Address Line 1: 1523 West 6th Street, Suite 544  
Address Line 2: ATTN: Patrick Kellner  
Address Line 4: Los Angeles, CALIFORNIA 90014

ATTORNEY DOCKET NUMBER: L063883

NAME OF SUBMITTER: Catherine C. Fisk

Signature: /Catherine C. Fisk/

Date: 03/09/2012

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **February 21, 2012** by and between **ORIX Venture Finance LLC** (“ORIX”) and **MEVIO, Inc.**, a Delaware corporation (“Grantor”), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated February 21, 2012 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously

with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

*[Signatures on Next Page]*

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Address of Grantor:

577 2nd Street, Suite 203  
San Francisco, CA 94107

MEVIO, Inc.

By 

Title CEO

Address of ORIX:

245 Park Avenue, 19th Floor  
New York, NY 10167  
Attention: Ms. Carol Nicholas

ORIX Venture Finance LLC

By 

Christopher L. Smith,  
Manager

*[Signature Page—Intellectual Property Security Agreement]*

SCHEDULE A

Trademarks

Mark/Serial Number	First Use	Filing Date	Action	Reg. No.
<b>Podshow</b> US 78/811606	3/14/2005	02/09/06	Registered 2/17/09	Reg. No. 3,576,238
EU 005161724		06/12/06	Registered 6/25/09	CTM 5161724
JA 55334/2006		06/14/06	Registered 12/25/06	Jap Reg. No. 5011117
<b>Stick It In Your Ear</b> US 78/811610	11/5/2005	02/09/06	Registered 12/12/06	US Reg 3,183,830
CA 1312309		08/09/06	Registered 5/15/08	CA Reg. No. 1312309
EU 005248513		08/09/06	Registered 7/26/07	CTM 005248513
JA 74491/2006		08/09/06	Registered 3/30/07	Jap Reg. 5035704
<b>Podshow Earphones Logo</b> US 78/826128	7/15/2005	03/01/06	Registered 5/1/07	US Reg 3,232,852
EU 005384284		10/13/06	Registered 11/8/2007	EU Reg. No. 5384284
JA 83447/2006		09/07/06	Registered 4/6/07	Jap Reg. No. 5038997
<b>MASHBOARD</b> US 78/861529	ITU	04/14/06	Registered 11/6/2007	US Reg. 3,332,459
EU 005384441	ITU	10/13/06	Registered 10/4/07	CTM Reg No. 005384441
JA 95785/2006	ITU	10/13/06	Registered 4/20/07	Jap Reg. No. 5042621
<b>Spotlight Logo</b> EU 005611868	ITU	01/14/2007	Registered 2/7/08	EU Reg. No. 5611868
<b>GET ON IT</b> EU 005716221		02/26/07	Registered 7/3/08	Reg No. 5716221
<b>CastBlaster</b> US 77/093768	10/1/2005	01/29/07	Registered 10/9/07	Reg. No.3,306,142
CA 1,356,521	10/1/2007	07/29/07	Registered 1/9/09	Reg. No. TMA732,079
EU 00614005007		07/29/07	Registered 7/24/08	Reg. No. 6145007
JA 837272007	ITU	07/27/07	Registered 1/11/08	Reg. No.5103861

<b>Textra</b> 77/107127	US	2/13/2007	02/14/07	Registered 4/22/08	Reg. No. 3,414,025
<b>New 3-d Logo</b> 77/173876	US	5/1/2007	05/06/07	Registered 5/13/08	Reg. No. 3,425,580
EU 6348221			11/01/07	Registered 11/3/08	Re. No. 63448221 10/23/2008
<b>MUSIC ALLEY</b> US 77/747596				Registered 4/6/10	Reg No. 3,770,333

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR IMPROVED SCHEDULING OF CONTENT TRANSCODING	12/243,831	10/1/08



SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		