

6/29/09

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Form PTO-1594 (Rev. 7/05)  
OMB Cf"ection 0651-0027 (exp. 6/30/2008)

07-01-2009

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY



103565892

To the Director of the U. S. Patent and Trademark Office: Please record the attached

#### 1. Name of conveying party(ies):

QUANTCAST CORPORATION

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) 6/19/09

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing IV, Inc. and Internal

Address: Venture Lending & Leasing V, Inc.

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Maryland
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
77/538,149; 77/538,143; 78/968,193

B. Trademark Registration No.(s)  
3,394,849; 3,609,379

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey T. Klugman, Esq.

Internal Address: \_\_\_\_\_

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

#### 6. Total number of applications and registrations involved:

5

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 00000004 77538149

Authorized User Name \_\_\_\_\_  
01 FC:8521 48.00 OP  
02 FC:8522 100.00 OP

#### 9. Signature:

Signature  
Jeffrey T. Klugman  
Name of Person Signing

6/24/09

Date

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 19, 2009, by and between QUANTCAST CORPORATION, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A. Pursuant to the Loan and Security Agreement dated as of July 31, 2007 (the "Loan Agreement"), as supplemented by the Supplement No. 2 thereto ("Supplement No. 2") dated as of February 14, 2008, between Grantor, as borrower, and Secured Party, as lender, Secured Party agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in the Loan Agreement and Supplement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to Section 5(a) of Part 2 of Supplement No. 2, Grantor agreed to execute and deliver this Agreement upon the occurrence or non-occurrence of certain events and conditions described therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations under Supplement No. 2, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term “Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term “Collateral” shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party’s unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral outside of the ordinary course of business, except for Permitted Liens;

(c) To its knowledge, no part of the Collateral has been judged invalid or unenforceable, in whole or in part;

(d) Grantor shall deliver to Secured Party within forty five (45) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts consistent with its past practices to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall, from time to time, execute and file such other instruments, and take 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. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as Grantor reasonably deems necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time during the term of this Agreement in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor materially breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within forty five (45) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

6. Counterparts. This 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.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL4, on the one hand, and Grantor and VLL5, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL4 and VLL5. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL4 and VLL5, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL4 and VLL5, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL4 and/or VLL5 independently of one another. The security interests granted by Grantor to each of VLL4 and VLL5 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

8. Termination. This Agreement and the security interests created hereby, shall terminate automatically at such time as the Grantor's Intellectual Property ceases to be deemed Collateral under the Loan Agreement, as supplemented by Supplement No. 2, or upon satisfaction of the Obligations under the Supplement No. 2 secured by the Collateral.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

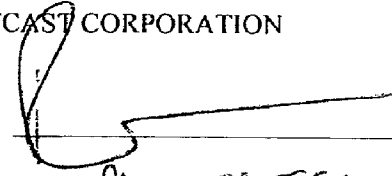
201 3<sup>rd</sup> St. Second Floor  
San Francisco, CA 94103  
Attn: Mike Aisenfeld

QUANTCAST CORPORATION

By:

Name:

Its:

  
\_\_\_\_\_  
PAUL SYTTEN  
\_\_\_\_\_  
PRESIDENT

SECURED PARTY:

Address of Secured Party:

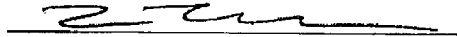
2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC.

By:

Name:

Its:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING V, INC.

By:

Name:

Its:

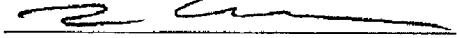
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

46109/0049  
JTK/338895.3

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TRADEMARK  
REEL: 004014 FRAME: 0374

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
“Advertising Pricing and Prioritization”	11/121,890	May 3, 2005
“Advertising Opportunity Exchange”	11/490,792	July 20, 2006
“Method And System For Selective Networked Advertising Campaign Frequency & Engagement Extension”	11/542,307	October 2, 2007
“Audience Commonality and Measurement”	11/784,299	April 6, 2007
“Method And System For Categorizing Networked Media Content Consumers”	61/151,060	Feb. 9, 2009
“Tracking Identifier Synchronization”	11/862,053	Sept 26,2007
“System and Method for Multibeaconing”	12/163,749	June 27, 2008
“System and Method for Client Management”	12/365,803	Feb 4, 2009
“Method And System For A Standardized Comparison Of Audience Metrics For Multiple Networked Media Outlets”	12/189,685	Aug 11, 2008



EXHIBIT B (cont'd)

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
“Method And System For Preserving Privacy Related to Networked Media Consumption Activities”	12/340,259	Dec 19, 2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
<b>qu<sup>α</sup>ntcast</b>	Registration Number 3394849 Classes 9 and 35	Filing Date: Sept 16, 2005 Registration Date: March 11, 2008

The mark consists of the word "quantcast" in lower case with the first "a" replaced by a lower case greek 'alpha' symbol. The symbol is shown in a contrasting color to the surrounding text. The color Black is in lettering of the mark with purple alpha symbol. The color(s) Black and purple is/are claimed as a feature of the mark.

<b>Get Quantified</b> (words only)	Registration Number: 3609379 Classes 35 and 42	Filing Date: June 22, 2007 Registration Date: April 21, 2009
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<b>Quantcast-</b> word mark	Class 35 Serial Number: 77538149	Filing Date: August 4, 2008
	Class 42 Serial Number: 77538143	Filing Date: August 4, 2008

Note: Quantcast word mark also filed in China, EU and Japan. All pending:

*China (People's Republic)*

QUANTCAST Class 09	App Number: 6,896,881	Filing Date: 8/13/2008	
QUANTCAST Class 35	App Number: 6,896,880	Filing Date: 8/13/2008	1
QUANTCAST Class 42	App Number: 6,896,879	Filing Date: 8/13/2008	

*European Union*