

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Adon Network, Inc		05/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	275 Grove St.
<b>Internal Address:</b>	Suite 2-200
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02466
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2938239	ADON DIRECT
Registration Number:	2938314	ADON LISTINGS
Registration Number:	3264937	ADON NETWORK
Registration Number:	2938315	ADON SUITE
Serial Number:	85300317	ADON SAFEGUARD
Serial Number:	85192992	DASHBOARD AD
Serial Number:	77309095	JARGONFISH

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
 Email: tnuckolls@cscinfo.com  
 Correspondent Name: Corporation Service Co.-J. Paterson  
 Address Line 1: 1090 Vermont Avenue, NW

**900196512**

**TRADEMARK  
 REEL: 004577 FRAME: 0751**

**CH \$190.00 2938239**

Address Line 2: Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	839325
NAME OF SUBMITTER:	Tim Nuckolls
Signature:	/Tim Nuckolls/
Date:	07/08/2011

Total Attachments: 9  
source=07-08-11 Adon Network Inc-TM#page1.tif  
source=07-08-11 Adon Network Inc-TM#page2.tif  
source=07-08-11 Adon Network Inc-TM#page3.tif  
source=07-08-11 Adon Network Inc-TM#page4.tif  
source=07-08-11 Adon Network Inc-TM#page5.tif  
source=07-08-11 Adon Network Inc-TM#page6.tif  
source=07-08-11 Adon Network Inc-TM#page7.tif  
source=07-08-11 Adon Network Inc-TM#page8.tif  
source=07-08-11 Adon Network Inc-TM#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2011 by and between SILICON VALLEY BANK ("Bank") and ADON NETWORK, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between, among others, Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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

[Signature page follows.]

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:

Address of Grantor:

c/o Prime Visibility Media Group, Inc.  
60 East 42<sup>nd</sup> Street, Suite 2913  
New York, New York 10165  
Attn: Richard O'Connor  
Fax: (212) 888-1107  
Email: rich.oconnor@pvmediagroup.com

ADON NETWORK, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attn: Mr. Jay T. Tracy  
Fax: (617) 969-4395  
Email: jtracy@svb.com

SILICON VALLEY BANK

By: \_\_\_\_\_  
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:

Address of Grantor:

c/o Prime Visibility Media Group, Inc.  
60 East 42<sup>nd</sup> Street, Suite 2913  
New York, New York 10165  
Attn: Richard O'Connor  
Fax: (212) 888-1107  
Email: rich.oconnor@pvmediagroup.com

ADON NETWORK, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attn: Mr. Jay T. Tracy  
Fax: (617) 969-4395  
Email: jtracy@svb.com

BANK:

SILICON VALLEY BANK


By:  \_\_\_\_\_  
Name: Jay T. Tracy  
Title: Vice President

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Methods and Apparatus for Dynamic Content	13071208	March 24, 2011



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ADON SAFEGUARD	85300317	April 20, 2011
ADON DIRECT	2938239	April 5, 2005
ADON LISTINGS	2938314	April 5, 2005
ADON NETWORK	3264937	July 17, 2007
ADON SUITE	2938315	April 5, 2005
DASHBOARD AD	85192992	December 8, 2010
JARGONFISH	344910	June 17, 2008

EXHIBIT D

Mask Works

Description

NONE.

Registration/  
Application  
Number

Registration/  
Application  
Date