

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STACK MEDIA, INC.		08/31/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3109115	STACK	
<b>Registration Number:</b>	3087664	FOR THE ATHLETE BY THE ATHLETE	
<b>Registration Number:</b>	3286184	MYSTACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)852-4475		
<b>Phone:</b>	4088417195		
<b>Email:</b>	dsanchezbentz@vlpawgroup.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Diana Sanchez Bentz, Legal Specialist		
<b>Address Line 1:</b>	VLP Law Group LLP		
<b>Address Line 2:</b>	235 Victoria Drive		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		
<b>ATTORNEY DOCKET NUMBER:</b>	SVB-STACK MEDIA-TMS		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		

OP \$90.00 3109115

**900203702**

**TRADEMARK**  
**REEL: 004635 FRAME: 0176**

Signature:	/dsb1068/
Date:	10/04/2011
<b>Total Attachments: 10</b> source=SVB_Stack Media_IPSA#page1.tif source=SVB_Stack Media_IPSA#page2.tif source=SVB_Stack Media_IPSA#page3.tif source=SVB_Stack Media_IPSA#page4.tif source=SVB_Stack Media_IPSA#page5.tif source=SVB_Stack Media_IPSA#page6.tif source=SVB_Stack Media_IPSA#page7.tif source=SVB_Stack Media_IPSA#page8.tif source=SVB_Stack Media_IPSA#page9.tif source=SVB_Stack Media_IPSA#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2011 by and between SILICON VALLEY BANK ("Bank") and STACK MEDIA, 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 Bank and Grantor dated of even date herewith (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:

(a) 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");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

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

(j) 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 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 Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

530 Lytton Avenue, 2<sup>nd</sup> Floor  
Palo Alto, CA 94301  
Attn: Nick Palazzo

STACK MEDIA, INC.

By:  \_\_\_\_\_  
Title: Co-Founder and CEO

BANK:

Address of Bank:

2400 Hanover Street  
Palo Alto, CA 94304  
Attn:

SILICON VALLEY BANK

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

530 Lytton Avenue, 2<sup>nd</sup> Floor  
Palo Alto, CA 94301  
Attn: Nick Palazzo

STACK MEDIA, INC.

By: 

Title: Co-Founder and CEO

BANK:

Address of Bank:

2400 Hanover Street  
Palo Alto, CA 94304  
Attn:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Stack : training, nutrition, sport-skills.	TX0006174307	2005
Stack : training, nutrition, sport-skills.		2004

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT C

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STACK			
US		3,109,115	June 27, 2006
European		005047551	May 7, 2007
China		5377089	July 28, 2009
MYSTACK			
US		3,286,184	August 28, 2007
European		005105614	Nov. 7, 2007
China		5418614	Nov. 7, 2009
FOR THE ATHLETE BY THE ATHLETE			
US		3,087,664	May 2, 2006

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

Client: 059705 STACK LLC

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
FOR THE ATHLETE BY THE ATHLETE <i>Country:</i> United States of America <i>Class/Goods:</i> 16 Int.: Publications, namely, printed and online magazines in the field of sports.	Registered	78/634,879 3,087,664	23-May-2005 02-May-2006	Aff of Use - 6 Year Aff of Use Grace Period Ends First Renewal Registration Grace Period Ends	02-May-2012 02-Nov-2012 02-May-2016 02-Nov-2016
MYSTACK <i>Country:</i> China (People's Republic) <i>Class/Goods:</i> 38 Int.: Providing user access to a global computer network [service providers]; Computer aided transmission of messages, documents, images, music, games and data; Electronic message board services; Providing user access to a global computer network featuring an online social network and community for high school athletes (service providers)	Registered	5418614 5418614	14-Jun-2006 07-Nov-2009	First Renewal Renewal Grace Period Ends	06-Nov-2019 06-May-2020
MYSTACK <i>Country:</i> European Community <i>Class/Goods:</i> 38 Int.: Electronic online services providing a communications link to global interactive networks for the transfer and transmission of messages, documents, images, music, games and data; message board services; provision of an online social network and community for high school athletes; chat room services  41 Int.: Club entertainment and education services; provision of a social network and community for high school athletes online	Registered	005105614 005105614	30-May-2006 07-Nov-2007	First Renewal Renewal Grace Period Ends	30-May-2016 30-Nov-2016
MYSTACK <i>Country:</i> United States of America <i>Class/Goods:</i> 38 Int.: Providing online chat rooms and electronic bulletin boards for transmission of messages among a community of high school athletes in the fields of sports and general interest  45 Int.: Online social networking services which provide an online social network and community for high school athletes	Registered	78/886,024 3,286,184	17-May-2006 28-Aug-2007	Aff of Use - 6 Year Aff of Use Grace Period Ends First Renewal Registration Grace Period Ends	28-Aug-2013 28-Feb-2014 28-Aug-2017 28-Feb-2018

Client: 059705 STACK LLC

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
STACK	Registered	5377089	26-May-2006	First Renewal	27-Jul-2019
<i>Country:</i> China (People's Republic)	IC 16	5377089	28-Jul-2009	Renewal Grace Period Ends	27-Jan-2020
<i>Class/Goods:</i> 16 Int.: Publications; printed magazines in the field of sports					
STACK	Registered	005047551	28-Apr-2006	First Renewal	28-Apr-2016
<i>Country:</i> European Community		005047551	07-May-2007	Renewal Grace Period Ends	28-Oct-2016
<i>Class/Goods:</i> 09 Int.: Downloadable electronic publications in the nature of magazines in the field of sports					
16 Int.: Publications, namely, printed magazines in the field of sports					
STACK	Registered	78/634,856	23-May-2005	Aff of Use - 6 Year	27-Jun-2012
<i>Country:</i> United States of America		3,109,115	27-Jun-2006	Aff of Use Grace Period Ends	27-Dec-2012
<i>Class/Goods:</i> 09 Int.: Downloadable electronic publications in the nature of magazines in the field of sports					
16 Int.: Publications, namely, printed magazines in the field of sports					
WILL YOU BE DISCOVERED?	Registered	005129879	12-Jun-2006	First Renewal	12-Jun-2016
<i>Country:</i> European Community		005129879	20-Jun-2007	Renewal Grace Period Ends	12-Dec-2016
<i>Class/Goods:</i> 38 Int.: Electronic online services providing a communications link to global interactive networks for the transfer and transmission of messages, documents, images, music, games and data; message board services; provision of an online social network and community for high school athletes; chat room services					
41 Int.: Club entertainment and education services; provision of a social network and community for high school athletes online					