

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
SHARETHIS, INC.		03/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	555 MISSION STREET, SUITE 900		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85544295	SQI	
Serial Number:	85544270	SOCIAL QUALITY INDEX	
Registration Number:	3820183	SHAREBOX	
Registration Number:	3727419	GET THE BUTTON	
Registration Number:	3432313	SHARETHIS	
Registration Number:	3641766	SHARETHIS <	
Registration Number:	3641760	<	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6729		
Email:	jihan.jenkins@troutmansanders.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:	JIHAN A.R. JENKINS		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		

CH \$190.00 85544295

ATTORNEY DOCKET NUMBER:	220763.001316
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	03/28/2012
<p>Total Attachments: 7 source=SVB_ShareThis (Executed IP Security Agreement)#page1.tif source=SVB_ShareThis (Executed IP Security Agreement)#page2.tif source=SVB_ShareThis (Executed IP Security Agreement)#page3.tif source=SVB_ShareThis (Executed IP Security Agreement)#page4.tif source=SVB_ShareThis (Executed IP Security Agreement)#page5.tif source=SVB_ShareThis (Executed IP Security Agreement)#page6.tif source=SVB_ShareThis (Executed IP Security Agreement)#page7.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 14, 2012 by and between SILICON VALLEY BANK ("**Bank**") and SHARETHIS, INC., a Delaware corporation ("**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.

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.

Address of Grantor:

250 Cambridge Avenue
Palo Alto, California 94306
Attn: CFO

GRANTOR:

SHARETHIS, INC.

By: 

Name: Kurt G. Abrahamson
Title: President & CEO

Address of Bank:

555 Mission Street, Suite 900
San Francisco, California 94105
Attn: Marshall Hawks

BANK:

SILICON VALLEY BANK

By: 

Name: Mike Moler
Title: Relationship Manager

[Signature Page to IP Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
SYSTEM AND METHOD FOR FACILITATING NETWORK CONNECTIVITY BASED ON USER CHARACTERISTICS	8,095,408	January 10, 2012
SYSTEMS AND METHODS FOR CONTENT SHARING	12/048,789 (2009/0234876)	March 14, 2008
SYSTEMS AND METHODS FOR CONTENT SHARING	PCT/US2009/001651	March 16, 2009
TARGETED ADVERTISEMENT	12/930477	January 7, 2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Issues</u>
SQI	85/544,295	February 16, 2012	
SOCIAL QUALITY INDEX	85/544,270	February 16, 2012	
SHAREBOX	3,820,183	July 20, 2010	Outstanding security interest to Sharet LLC
GET THE BUTTON	3,727,419	December 22, 2009	Outstanding security interest to Sharet LLC
SHARETHIS	3,432,313	May 20, 2008	Outstanding security interest to Sharet LLC
SHARETHIS	3,641,766	June 23, 2009	Outstanding security interest to Sharet LLC
(Words and Design)	3,641,760	June 23, 2009	Outstanding security interest to Sharet LLC
SHARE THIS	CA138922500 (0757960)	January 27, 2010	
LESS THAN DESIGN	CA138890900 (0760891)	March 4, 2010	
SQI	EC010681625	February 28, 2012	
SOCIAL QUALITY INDEX	EC010681666	February 28, 2012	
SHARE THIS	EC006790687 (006790687)	March 16, 2009	
(Design Only)	EC006778881 (006778881)	May 16, 2009	

EXHIBIT D

Mask Works

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
		N/A	N/A