

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>
Tynt Multimedia Inc.		04/04/2012	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	505 Fifth Avenue		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77395650	TYNT	
<b>Serial Number:</b>	85248989	COPYCAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)636-5454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	158105		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/jep/		

CH \$65.00 77395650

Date:

04/04/2012

**Total Attachments: 10**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

TYNT MULTIMEDIA INC.

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

Citizenship (see guidelines) Province of Alberta, Canada

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 4, 2012

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

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

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

Street Address: 505 Fifth Avenue, 11th Floor

City: New York

State: New York

Country: UNITED STATES Zip: 10017

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship CALIFORNIA
- 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)  
77/395,650 85/248,989

B. Trademark Registration No.(s)

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: CORPORATION SERVICE COMPANY

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

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

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

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

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Andrew Nash  
Signature

April 4, 2012  
Date

ANDREW NASH  
Name of Person Signing

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

10

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 4, 2012 by and between **SILICON VALLEY BANK** (“**Bank**”) and **TYNT MULTIMEDIA INC.**, a corporation organized under the laws of the Province of Alberta (“**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 Amended and Restated Loan and Security Agreement by and between 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:

**TYNT MULTIMEDIA INC.**

Tynt Multimedia Inc.  
229 West 28<sup>th</sup> Street, 12<sup>th</sup> Floor  
New York, New York 10001

By   
Name: Eric Wheeler  
Title: CEO

Attn: Mr. Pedro Mejia

BANK:

Address of Bank:

**SILICON VALLEY BANK**

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

Attn: Mr. Adam Millsom

[Signature page to Intellectual Property Security Agreement (Tynt Multimedia)]

**TRADEMARK**  
**REEL: 004751 FRAME: 0293**

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:

**TYNT MULTIMEDIA INC.**

Tynt Multimedia Inc.  
229 West 28<sup>th</sup> Street, 12<sup>th</sup> Floor  
New York, New York 10001

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


Attn: Mr. Pedro Mejia

BANK:

Address of Bank:

**SILICON VALLEY BANK**

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By   
Name: George Kevencroft  
Title: VP

Attn: Mr. Adam Millsom

EXHIBIT A

Copyrights

-NONE-



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Network Resource Annotation and Search System	61/129,097	6/4/08
Content Copying Interception	61/193,897	1/6/09
System and Method for Detecting Network Resource Interaction and Improved Search Result Reporting	61/272,186	8/29/09
System and Method for Detecting Network Resource Interaction and Improved Search Result Reporting	61/272,330	9/14/09
System and Method for Deterring Traversal of Domains Containing Network Resources	61/272,550	10/5/09
System and Method for Network Object Creation and Improved Search Result Reporting	61/272,685	10/21/09
System and Method for Deterring Traversal of Domains Containing Network Resources	61,272,972	11/27/09
System and Method for Deterring Traversal of Domains Containing Network Resources	61/288,804	12/21/09
Systems and Methods for Detecting Network Resource Interaction and Improved Search Result Reporting	PCT/CA2010/000005	1/6/10
Systems and Methods for Detecting Network Resource Interaction and Improved Search Result Reporting	12/683,375	1/6/10
System and Method for Deterring Traversal of Domains Containing Network Resources	61/342,870	4/19/10
System and Method for Deterring Traversal of Domains Containing Network Resources	61/282,942	4/27/10
System and Method for Deterring Traversal of Domains Containing Network Resources	61/344,028	5/10/10
System and Method for Inferring User Intent within a Network Resource	61/352,547	6/8/10
System and Method for Network Object Creation and Improved Search Result Reporting	12/380,433	7/6/10
Systems and Methods for Deterring Traversal of Domains Containing Network Resources	12/380,431	7/6/10
Accelerated Prosecution of Speed-Search Implementation	12/898,637	10/5/10

System and Method for Categorizing Users within a Network Environment	61/438,718	2/2/12
System and Method for Monitoring Elements within Network Resources	61/473,804	2/2/12
System and Method for Inferring User Intent within a Network Resource	13/155,385	1/8/11
Systems and Methods for Detecting Network Resource Interaction and Improved Search Result Reporting	2748838	7/5/11
Systems and Methods for Detecting Network Resource Interaction and Improved Search Result Reporting	10729067.8	8/5/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Canadian Trademark Registration on both the word TYNT and the design	1380038	5/7/09
US Trademark Application on both the word TYNT and the design	77/395,650	9/1/09
US Trademark Application on the word COPYCAT	85248989	2/22/11

EXHIBIT D

Mask Works

-NONE-