

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SKYGRID, INC.		05/04/2011	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET, SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Serial Number:	85502412	TOUCHTV
Serial Number:	85420779	PHOTO GRID
Registration Number:	3423517	SKYGRID

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(919)354-1278
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919-314-3086
Email:	loandocsdept@square1bank.com
Correspondent Name:	Square 1 Bank
Address Line 1:	406 Blackwell Street
Address Line 2:	Suite 240
Address Line 4:	Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-vlp/

CH \$90.00 85502412

Date:

04/11/2012

**Total Attachments: 5**

source=SkyGrid IPSA updated 04.05.12#page1.tif

source=SkyGrid IPSA updated 04.05.12#page2.tif

source=SkyGrid IPSA updated 04.05.12#page3.tif

source=SkyGrid IPSA updated 04.05.12#page4.tif

source=SkyGrid IPSA updated 04.05.12#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 4, 2011 by and between SQUARE 1 BANK ("Bank") and SKYGRID, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The security interest granted herein shall terminate on the termination of the Loan Agreement as provided in Section 12.7 thereof.

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.

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:

1200 Crossman Avenue, 2nd Floor  
Sunnyvale, CA 94089

Attn: Chief Executive Officer

SKYGRID, INC.

By:

*Keni Poplin*

Title:

*President & CEO*

BANK:

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By:

*Cher*

Title:

*V.P. Venture Banking*

(175A)

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
1. Systems and methods for content delivery	12319314	01/05/09
2. System and method for change detection of information or type of data	12324596	11/26/08
3. Systems and method for visualization of real-time advertisement inventory	12490283	06/23/09
4. Systems and methods for dynamic content selection and distribution	12645311	12/22/09
5. System and method for change detection of information or type of data	11843813	08/23/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. TOUCHTV	85502412	12/22/11
2. PHOTO GRID	85420779	09/12/11
3. SKYGRID	3423517	05/06/08