

## 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
AdBrite, Inc.		05/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Blvd., Ste. 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Association: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85030982		
Serial Number:	85289803	PREFLIGHT	
Serial Number:	85423821	REAL TIME PRICING	
Serial Number:	78847505	INTERMISSIONS AD	
Serial Number:	78474488	ADBRITE	
Serial Number:	77977125	BRITEPIC	
Serial Number:	77667153	BLACK LABEL ADS	
Serial Number:	77667147	THE INTERNET'S AD MARKETPLACE	
Serial Number:	77667143	ADBRITE	
Serial Number:	77100125	BRITEPIC	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$265.00 85030982

Phone: 858-638-6730  
Email: susan.reynholds@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: Attention: Susan Reynholds  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-148
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NAME OF SUBMITTER:	Troy Zander
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Signature:	/s/ Troy Zander
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Date:	05/10/2012
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Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 7, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and AdBrite, Inc., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 7, 2012 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

LENDER:

ADBRITE, INC.

BRIDGE BANK, NATIONAL ASSOCIATION

By: *Hardeep Bindra*

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

Name: *HARDEEP BINDRA*

Name: \_\_\_\_\_

Title: *CEO*

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

Address for Notices:

Address for Notices:

Attn: *HARDEEP BINDRA*

Attn: Mike Field

731 Market Street, Suite 500

55 Almaden Boulevard, Suite 100

San Francisco, CA 94103

San Jose, California 95113

Fax: \_\_\_\_\_

Tel: (408) 556-6501

Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ADBRITE, INC.

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

Name: \_\_\_\_\_


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

Address for Notices:

Attn: \_\_\_\_\_  
731 Market Street, Suite 500  
San Francisco, CA 94103  
Fax: \_\_\_\_\_

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

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

Name: Michael Lederman

Title: SVP

Address for Notices:

Attn: Mike Field  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Visual Material	Black Label Ads Website Pages		VA0001779054	4/7/11	No
Visual Material	Adbrite Website Pages		VA0001769478	4/7/11	No

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Design	85030982	4109503		5/5/10
PREFLIGHT	85289803	N/A		4/8/11
REAL TIME PRICING	85423821	N/A		9/15/11
INTERMISSIONS AD	78847505	3273051		3/28/06
ADBRITE	78474488	3143181		8/26/04
BRITEPIC	77977125	3761861		2/6/07
BLACK LABEL ADS	77667153	3679179		2/10/09
THE INTERNET'S AD MARKETPLACE	77667147	3671257		2/10/09
ADBRITE	77667143	3679177		2/10/09
BRITEPIC	77100125	3699356		2/6/07

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Playing video content with advertisement	N/A	11592037	Published	
Commission-based and arbitrage-based targeting	N/A	12082979	Published	
Open targeting exchange	N/A	12082980	Published	
Commission-based and arbitrage-based targeting	N/A	13174534	Published	