

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
FOURTHWALL MEDIA, INC.	FORMERLY BIAP, Inc.	07/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3589055	TV WIDGETS	
Registration Number:	3589054	AD WIDGETS	
Registration Number:	4096504	ADAIM	
Registration Number:	3873746	MY BASEBALL TRACKER	
Registration Number:	3873745	MY FOOTBALL TRACKER	
Registration Number:	2926594	PITV	
Serial Number:	85150835	AIRCOMMAND	
Serial Number:	85250936	AIRCONNECT	
Serial Number:	85250932	TVCOLLECT	
Serial Number:	77830416	FOURTHWALLMEDIA	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$265.00 3589055

Phone: 408-841-7195
Email: dsanchezbentz@vlpawgroup.com
Correspondent Name: Diana Sanchez Bentz, Legal Specialist
Address Line 1: VLP Law Group LLP
Address Line 2: 235 Victoria Drive
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-4THWALL-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	07/16/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 16, 2012 by and between SILICON VALLEY BANK ("Bank") and FOURTHWALL 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 the Effective Date (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.

Address of Grantor:

45925 Horseshoe Drive, Suite 100
Dulles, VA 20166
Attn:

GRANTOR:

FOURTHWALL MEDIA, INC.

By: _____ *[Signature]*

Title: _____ *Chief Financial Officer*

Address of Bank:

275 Grove Street, Suite 2-200
Newton, MA 02466
Attention: Matthew Sallese

BANK:

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:

5800 Granite Parkway, Suite 480
Plano, TX 75024
Attn:

FOURTHWALL MEDIA, INC.

By: _____

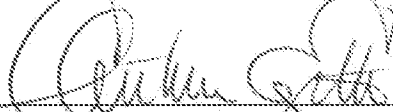
Title: _____

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, MA 02466
Attention: Matthew Sallese

SILICON VALLEY BANK

By:  _____


Title:  _____

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DYNAMIC APPLICATION INSERTION FOR MPEG STREAM SWITCHING	20100299715 12621999	11/25/2010 11/19/2009
SYSTEMS, METHODS, AND APPARATUSES FOR ENHANCING VIDEO ADVERTISING WITH INTERACTIVE CONTENT	20100257550 12751273	10/07/2010 03/31/2010
INTERACTING WITH INTERNET APPLICATIONS VIA A BROADBAND NETWORK ON ELECTRONIC INPUT/OUTPUT DEVICES	20060184989 11350923	08/17/2006 02/10/2006
METHOD AND SYSTEM FOR DOWNLOADING APPLICATIONS INTO MEMORY-CONSTRAINED SYSTEMS	20060253509 11400371	11/09/2006 04/10/2006
SELF-CONTAINED MINI-APPLICATIONS SYSTEM AND METHOD FOR DIGITAL TELEVISION	20070061724 11532286	03/15/2007 09/15/2006
PROVIDING PERSONALIZED RESOURCES ON-DEMAND OVER A BROADBAND NETWORK TO CONSUMER DEVICE APPLICATIONS	20080281974 12116912	11/13/2008 05/07/2008
CONTEXT-DEPENDENT PREDICTION AND LEARNING WITH A UNIVERSAL RE-ENTRANT PREDICTIVE TEXT INPUT SOFTWARE COMPONENT	20080281583 12116917	11/13/2008 05/07/2008
SYSTEM FOR AND METHOD OF TARGETING BROADCAST MESSAGES	20100306812 12763782	12/02/2010 04/20/2010
SYSTEM AND METHOD OF SUBSTITUTING PARAMETER SETS IN SELF-CONTAINED MINI-APPLICATIONS	20110067003 12878671	03/17/2011 09/09/2010
APPARATUS FOR AND METHOD OF SELECTIVELY RETRIEVING INFORMATION AND ENABLING ITS SUBSEQUENT DISPLAY	7152058 20020026462 09902796	12/19/2006 02/28/2002 07/12/2001
LOCALLY EXECUTING SOFTWARE AGENT FOR RETRIEVING REMOTE CONTENT AND METHOD FOR CREATION AND USE OF THE AGENT	7313588 09615830	12/25/2007 07/13/2000
APPARATUS FOR AND METHOD OF EXECUTING CUSTOMIZED INTERACTIVE COMPUTING SERVICES IN A BROADBAND NETWORK ENVIRONMENT	7613790 20030004961 10173565	11/03/2009 01/02/2003 06/18/2002
SYSTEM AND METHOD FOR RECOMMENDING ITEMS OF INTEREST TO A USER	7987182 20070078849 11465967	07/26/2011 04/05/2007 08/21/2006

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AIRCOMMAND	85150835	10/12/2010
AIRCONNECT	85250936	2/24/2011
TVCOLLECT	85250932	2/24/2011
TV WIDGETS	3589055	3/10/2009
AD WIDGETS	3589054	3/10/2009
ADAIM	4096504	2/07/2012
FOURTHWALLMEDIA	77830416	9/19/2009
MY BASEBALL TRACKER	3873746	11/09/2010
MY FOOTBALL TRACKER	3873745	11/09/2010
PITV	2926594	2/15/2005

EXHIBIT D
MASK WORKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		