

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIALFLOW, INC.		10/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BETAWORKS STUDIO, LLC		
Street Address:	416 WEST 13TH STREET, SUITE 203		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3856603	SOCIALFLOW	
CORRESPONDENCE DATA			
Fax Number:	7147558114		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	051694-0003		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		
Date:	10/30/2012		

OP \$40.00 3856603

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of October 29, 2012 by and between SocialFlow, Inc., a Delaware corporation (“Grantor”) and Betaworks Studio, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”) on behalf of the Secured Parties (as defined below). Capitalized terms used herein and not otherwise defined shall have the meaning assigned in that certain Security Agreement, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), by and among Grantor, Collateral Agent and the lenders from time to time party thereto (the “Lenders” and together with the Collateral Agent, the “Secured Parties”).

RECITALS

A. Grantor has issued to the Secured Parties that certain Convertible Senior Secured Promissory Note, dated the date hereof (as the same may be amended, modified or supplemented from time to time, the “Note,” and together with this Agreement and the Security Agreement, the “Loan Documents”).

B. Pursuant to the Note, Grantor and the Secured Parties are party the Security Agreement, and Grantor has granted to the Secured Parties a security interest in all of the Collateral. The Collateral includes, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

AGREEMENT

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, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure performance of all of its obligations under the Note, Grantor grants to Collateral Agent on behalf of the Secured Parties a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including, without limitation, (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including, without limitation, those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with ore relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works or authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Collateral Agent with at least fifteen (15) days prior written notice thereof, (ii) providing Collateral Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of the Secured Parties' interest in the Collateral, including, without limitation, the filing with the United States Copyright Office, simultaneously with the filing by Collateral Agent of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Collateral Agent identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Secured Parties.

4. This Agreement is being executed and delivered pursuant to the Note and in conjunction with the security interest granted to the Collateral Agent on behalf of the Secured Parties under the Security Agreement. Nothing herein limits any of the terms or provisions of the Note or the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the other Loan Documents and any other document, instrument and agreement executed in connection therewith, and those which are now or hereafter available to the Collateral Agent or the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Secured Parties provided for herein or in the other Loan Documents or any of the documents, instruments or agreements executed in connection therewith, 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 the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other documents, instruments or agreements executed in connection therewith, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent or the Secured Parties, of any or all other rights, powers or remedies. This Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including, without limitation, attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all


rights and obligations of the Secured Parties and Grantor shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of New York.

[Signature page follows]

EXECUTION VERSION

GRANTOR:

SOCIALFLOW, INC.


Name: Missy Goldrey
Title: CEO

Address of Grantor:

SocialFlow, Inc.
140 East 45th Street
New York, NY 10017
Attn: CEO

COLLATERAL AGENT:

BETAWORKS STUDIO, LLC

By: _____
Name: Joshua Auerbach
Title: Chief Financial Officer

Address of Collateral Agent:

Betaworks Studio, LLC
416 West 13th Street, Suite 203
New York, NY 10014
Attn: Joshua Auerbach

Schedule A

GRANTOR:

SOCIALFLOW, INC.

Name:

Title:

Address of Grantor:

SocialFlow, Inc.
140 East 45th Street
New York, NY 10017
Attn: CEO

COLLATERAL AGENT:

BETAWORKS STUDIO, LLC

By: _____

Name: Joshua Auerbach
Title: Chief Financial Officer

Address of Collateral Agent:

Betaworks Studio, LLC
416 West 13th Street, Suite 203
New York, NY 10014
Attn: Joshua Auerbach

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
SocialFlow	3856603	October 5, 2010
SocialFlow AttentionScore	85413168	September 1, 2011 (registration pending)

SCHEDULE B

Patents and Patent Applications

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

SCHEDULE C

Copyrights Registered with the United States Copyright Office

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