

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
Zetta Research and Development LLC - Magi Series Only		10/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	555 Mission Street, Suite 900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85558879	MAGI
Serial Number:	85558766	MAGI
Serial Number:	85558737	MAGI
Serial Number:	85558856	MAGI
Serial Number:	85558841	MAGI
Serial Number:	85558825	MAGI
Serial Number:	85558807	MAGI
Serial Number:	85558785	MOJO
Serial Number:	85146807	SOCIOPATH
Serial Number:	85248944	SOCIOPAY

CORRESPONDENCE DATA

Fax Number: 4084417501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 408-441-7500
Email: jwe@structurelaw.com
Correspondent Name: John W. Easterbrook, Esq.
Address Line 1: 1754 Technology Drive, Suite 135
Address Line 4: San Jose, CALIFORNIA 95110

ATTORNEY DOCKET NUMBER:	1950.002
NAME OF SUBMITTER:	John W. Easterbrook
Signature:	/John W. Easterbrook/
Date:	11/06/2012

Total Attachments: 9

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of October 13, 2012, is by and between ZETTA RESEARCH AND DEVELOPMENT LLC -- MAGI SERIES ONLY, a series of a Delaware series limited liability company (the "Company"), and SILICON VALLEY BANK (the "Creditor"). Certain Capitalized terms that are used herein shall have the meanings ascribed to such terms as set forth in Section 8 below.

RECITAL

WHEREAS, the Company has issued or will issue to the Creditor a Promissory Note No. 2012-001 (the "Note") in connection with the transfer to the Company of certain intellectual property assets of Magi.com, Inc., as described in Exhibits A and B (the "Assets"), which have been the subject of a foreclosure sale by Creditor. The Note provides that the obligations thereunder shall be secured by the security interest contemplated by this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Note.

NOW, THEREFORE, the Company and the Creditor hereby agree as follows:

AGREEMENT

1. Grant of Security Interest.

(a) Security Interest. As security for the full and prompt payment and performance of the Obligations as defined in Section 1(b) below, the Company hereby grants to the Creditor a continuing security interest in the Company's right, title and interest in and to the Assets, together with all Proceeds of the Assets (collectively, the "Collateral").

(b) Obligations Secured. The security interest granted hereunder secures payment and performance of all obligations of the Company to the Creditor under this Agreement and all obligations of the Company to the Creditor under the Note, including all unpaid principal of the Note and all other amounts payable by the Company to the Creditor under the Note whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including any interest that accrues after the commencement of an Insolvency Proceeding (collectively, the "Obligations").

2. Representations and Warranties. The Company hereby represents and warrants that the Company's proper limited liability company series name, jurisdiction of organization, taxpayer identification number is, and chief executive office, principal place of business, and the place where Company maintains its records concerning the Assets are presently located at the address set forth on the signature page hereof. The Assets will be located only at: (i) 2711 Centerville Road, Suite 400, Wilmington, DE 19808; (ii) the office of the Company's patent counsel; and/or (iii) locations where Assets may be temporarily located in connection with the Company's activities related to its ownership of rights, title, and interest in and to the Assets.

3. Covenants. So long as the Obligations remain outstanding, the Company covenants that the Company will:

(a) Clear Title. Keep the Assets free of Liens, except for any Permitted Liens.

(b) Notice of Certain Actions. Give prompt written notice to the Creditor of: (i) any change in the location of the Company's chief executive office; (ii) any change in its company name; and (iii) any change its jurisdiction of organization.

(c) Inspection/ Reporting. Upon reasonable prior notice, provide the Creditor with access to the Assets and all books and records relating thereto for the purpose of conducting inspections and audits of the Assets, the Developed IP, or the Proceeds at reasonable times during regular business hours. On a quarterly basis, Magi SVB Security Agreement (USPTO)

provide oral or written reports to Creditor about the Assets, the status of Developed IP, and the prospects of disposition of Assets and/or Developed IP.

(d) Disposition of Assets. The Creditor agrees that the Company may, without notice to Creditor and without Creditor's consent, sell, license, transfer, assign, or otherwise dispose of all or substantially all of the Assets to any person or entity and for the consideration as determined by the Company in good faith. The Creditor acknowledges and agrees that the interests of the Creditor and the Company with respect to the disposition of the Assets is aligned and that absence demonstrable bad faith on behalf of the Company with respect to such disposition, the Creditor shall not bring any action against the Company with respect to the Company's determination as to the disposition of any Asset. The Company shall notify the Creditor in writing within one (1) business day following any such disposition of any Asset(s). Company agrees that no disposition of Assets shall be made to an Affiliate of Company.

(e) Notification Regarding Changes in Intellectual Property. Company shall following Creditor's written request:

(i) promptly give the Creditor written notice of the filing of any applications or registrations of the Assets with the United States Patent and Trademark Office or its foreign equivalent, including the date of such filing and the registration or application numbers, if any; and

(ii) promptly give the Creditor written notice of the filing of any applications or registrations of the Assets filed with the United States Copyright Office or its foreign equivalent, including the date of such filing and title of such intellectual property rights so registered.

(f) Further Assurances. The Company will from time to time at the expense of the Company, promptly execute, deliver, file, and record such further instruments, indorsements and other documents, and take such further action as the Creditor may reasonably request to create, maintain, perfect and continue to perfect, maintain the priority of, or provide notice of, the security interest of the Creditor in the Collateral, including, without limitation, the following:

(i) the filing of any financing statements, in a form reasonably acceptable to the Creditor under the UCC in effect in any jurisdiction with respect to the security interest granted hereby; and

(ii) furnish to the Creditor from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Assets as the Creditor may reasonably request, all in reasonable detail and in form reasonably satisfactory to the Creditor.

4. Events of Default; Remedies. Upon the occurrence and during the continuance of any Default under the Note, the Obligations will, at the election of the Creditor and without notice of such election, become immediately due and payable and the Creditor may at any time exercise all rights and remedies of a secured party under the UCC and other applicable laws.

5. Payments. The Company shall make all payments due to the Creditor as provided in the Note within three (3) business days following the date that the Company has received the applicable Proceeds. The Company shall have no further obligations to the Creditor hereunder or under the Note once the full amount of the Obligations has been paid to the Creditor.

6. Power of Attorney. The Creditor shall have the right to, in the name of the Company, or in the name of the Creditor, upon prior written notice to but without the requirement of assent by the Company, and the Company hereby constitutes and appoints the Creditor (and any of the Creditor's officers, employees or agents designated by the Creditor) as the Company's true and lawful attorney-in-fact, with full power and authority to sign any of the financing statements and other documents and instruments which must be executed or filed to create, maintain, perfect or continue perfected, maintain the priority of or provide notice of the Creditor's security interest in the Collateral. Such financing statements may describe the Collateral in the same manner as described in this Agreement or may contain an indication or description of Collateral that describes such property in any other

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manner as the Creditor may determine, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Creditor in connection herewith. Effective only during the continuance of a Default, the Company constitutes and appoints the Creditor as the Company's true and lawful attorney-in-fact, with full power and authority to (i) assert, adjust, sue for, compromise or release any claims under any policies of insurance; and (ii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Company, which the Creditor may deem necessary or advisable to maintain, protect, realize upon and preserve the Assets and the Creditor's security interest in and to the Collateral and to accomplish the purposes of this Agreement. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been indefeasibly paid and performed in full or converted pursuant to the terms of the Notes.

7. Term of Agreement.

(a) Term. This term of this Agreement shall begin on the date stated above and shall continue and be binding upon the Company until all Obligations have been fully paid, except that all indemnification obligations shall survive until the expiration of the applicable statutes of limitations for indemnified claims have lapsed.

(b) Termination Statement. Upon the payment in full of the Obligations, the Creditor shall promptly deliver to the Company at the cost and request of the Company, any termination statements and other agreements reasonably necessary to releasing the Collateral from the security interest created by this Agreement. Upon partial payment of the Obligations as referenced in Section 5 of the Agreement following Company's disposition of any Asset(s) as provided in Section 3(d) of the Agreement, the Creditor shall promptly deliver to the Company at the cost and request of the Company, any termination statements and other agreements reasonably necessary to releasing the Asset(s) so disposed from the security interest created by this Agreement.

8. Definitions. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" of any Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

(b) "Assets" has the meaning given in the Recital to this Agreement.

(c) "Collateral" has the meaning given in Section 1(a) of this Agreement.

(d) "Insolvency Proceeding" means any proceeding commenced by the filing of a petition for relief by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief

(e) "Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the UCC or comparable law of any jurisdiction.

(f) "Obligations" has the meaning given in Section 1(b) of this Agreement

(g) "Permitted Lien" means: (i) involuntary Liens which, in the aggregate, would not have a material adverse effect; (ii) Liens for current taxes or other governmental or regulatory assessments which are not delinquent, or which are contested in good faith by the appropriate procedures and for which appropriate reserves are maintained; (iii) security interests on any property held or acquired by the Company in the ordinary course of business securing Indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring such property; provided, that such Lien attaches solely to the property acquired with such Indebtedness and that the principal amount of such Indebtedness does not exceed one hundred percent (100%) of the cost of such property; (iv) Liens in favor of Creditor; (v) bankers' liens, rights of setoff and similar Liens incurred on deposits made in the ordinary course of business; (vi) materialmen's, mechanics', repairmen's, employees' or other like Liens arising in the ordinary course of business and which are not delinquent for more than 45 days or are being contested in good faith by appropriate proceedings; (vii) any judgment, attachment or similar Lien, unless the judgment it secures has not been discharged or execution thereof effectively stayed and bonded against pending appeal within 30 days of the entry thereof; and (viii) non-exclusive licenses or sublicenses of intellectual property.

(h) "Person" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

(i) "Proceeds" means all products of the Assets and all additions and accessions to, products or property which are based on, developed from, or incorporate therein the Assets, replacements of, insurance or condemnation proceeds of, and documents covering any of the Assets, all property received wholly or partly in trade or exchange for any of the Assets, and all revenues, issues, profits, and proceeds arising from the sale, license, transfer, assignment, or any other temporary or permanent disposition, of any of the Assets or any interest therein, net of the Company's reasonable expenses incurred in connection with such disposition(s). For avoidance of doubt, the parties agree that the Assets are intended to be managed and further developed (the "Developed IP") by the Company with the view to maximizing their value, and the Proceeds extend to consideration for any sale or transfer of the Developed IP.

(j) "UCC" means the Uniform Commercial Code as in effect in the State of California from time to time.

9. Miscellaneous.

(a) Limitation on the Creditor's Duty in Respect of Collateral. The Creditor shall not have any obligation or liability under any contract or license by reason of or arising out of this Agreement or the granting to the Creditor of a security interest therein or the receipt of any payment relating to any contract or license pursuant hereto, nor shall the Creditor be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. The Creditor shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as the Company requests in writing, but failure of the Creditor to comply with any such request shall not in itself be deemed a failure to act reasonably, and no failure of the Creditor to do any act not so requested shall be deemed a failure to act reasonably.

(b) Governing Law.

(i) This Agreement is governed by and shall be construed in accordance with the laws of the State of California, without reference to the conflicts of law provisions thereof except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

(ii) The Company and the Creditor each hereby (i) submit to the non-exclusive jurisdiction of the courts of the State of California and the Federal courts of the United States sitting in the State of

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California for the purpose of any action or proceeding arising out of or relating to this Agreement and the Note, (ii) agree that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waive (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

(c) Severability of Provisions. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

(d) Time of the Essence. Time is of the essence of this Agreement.

(e) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon the Company or the Creditor under this Agreement shall be by in writing and faxed, emailed, mailed, or delivered to each party at facsimile number, email address, or physical address set forth on the signature page hereto (or to such other facsimile number, email address, or physical address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; or (d) when faxed or emailed, upon confirmation of receipt.

(f) Waiver. No failure or delay on the Creditor's part in the exercise of any right or remedy, power or privilege shall operate as a waiver thereof. No single or partial exercise of a right or remedy, power or privilege shall preclude other or further exercise thereof. No waiver of any right hereunder shall be effective unless in a writing executed by the Creditor and the Company. Any such waiver shall be effective only for the specific purpose for which it is given. The rights and remedies under this Agreement are cumulative and not exclusive of any other rights, remedies, powers or privileges that may otherwise be available to the Creditor. No provision of this Agreement may be amended, waived or modified or rights modified or released, other than by a document signed by the Company and the Creditor.

(g) Survival. This Agreement is binding upon and inures to the benefit of, and is enforceable against, all lawful successors and assigns of the Company and the Creditor.

10. Jury Trial Waiver.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND CREDITOR EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE NOTE OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California, or San Francisco County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions

of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County or San Francisco County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, or San Francisco County, California Superior Court for such relief (or a federal court as permitted herein). The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

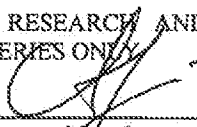
11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

-Signature page follows-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

COMPANY:

ZETTA RESEARCH AND DEVELOPMENT LLC --
MAGI SERIES ONE

By: 
Name: Coyne Lagus
Title: Series Manager

Jurisdiction of organization: Delaware

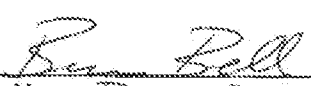
Taxpayer identification no.: 46-0844806

Chief executive office, principal place of business, address
for notices and location of records:

2711 Centerville Road
Suite 400 Wilmington, DE 19808
Fax: 650-240-0170

CREDITOR:

SILICON VALLEY BANK

By: 
Name: BRIAN BELL
Title: SR. ADVISOR

Address:

555 Mission St. Suite 900
San Francisco, CA 94105
Attention:
Fax:

EXHIBIT A

Trademark Assets Description

Trademark Applications and Registrations

Mark	Country	Application No.	Registration No.
MAGI	US	85/558,879	
MAGI	US	85/558,766	
MAGI	US	85/558,737	
MAGI (Stylized) and Design	US	85/558,856	
MAGI (Stylized) and Design	US	85/558,841	
MAGI (Stylized) and Design	US	85/558,825	
MAGI (Stylized) and Design	US	85/558,807	
MOJO	US	85/558,785	
SOCIOPATH	US	85/146,807	
SOCIOPAY	US	85/248,944	
SOCIOPAY	European Union (CTM)	10182038	10182038

Domain Names

Magi.com

Plus all other industrial and intellectual property rights owned by the Creditor as a result of the exercise of its rights and remedies under the Loan and Security Agreement by and between Creditor and Magi.com, Inc. dated as of June 30, 2010, as thereafter amended from time to time, including without limitation all other patents, inventions, copyrights, trade and service marks along with any and all of the goodwill attendant thereto, designs, trade secrets and confidential information whether registered or not and any rights relating to any of them including the right to sue and recover damages for all past, present, and future infringement of the intellectual property, anywhere in the world.

EXHIBIT B

Patent Assets Description

Patent Applications

Patent Application No.	Title	Inventors
13/156,164	VALUE-GENERATING ALTERNATIVES TO USING VIRTUAL CURRENCY	Monty Kerr Alexander St. John Rajat Kongovi
61/382,843	MULTI-MEDIA APPLICATION WITH PREDICTIVE REAL-TIME CONTENT DELIVERY	Alexander St. John Kevin Gliner
13/232,533	PRE-PROVIDING AND PRE-RECEIVING MULTIMEDIA PRIMITIVES	Alexander St. John Kevin Gliner
13/178,237	DYNAMIC PRICING OF ONLINE CONTENT	Monty Kerr Alexander St. John Rajat Kongovi
61/606,339	VIRTUAL GOODS ACQUISITION VIA EXTERNAL MARKETS	Alexander St. John Abhinav Gupta Igor Tsives Dave Selle Rajat Kongovi

Plus all other industrial and intellectual property rights owned by the Creditor as a result of the exercise of its rights and remedies under the Loan and Security Agreement by and between Creditor and Magi.com, Inc. dated as of June 30, 2010, as thereafter amended from time to time, including without limitation all other patents, inventions, copyrights, trade and service marks along with any and all of the goodwill attendant thereto, designs, trade secrets and confidential information whether registered or not and any rights relating to any of them including the right to sue and recover damages for all past, present, and future infringement of the intellectual property, anywhere in the world.