

## 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
Lijit Networks, Inc.		11/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3936160	LIJIT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-30500		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

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TRADEMARK  
 REEL: 004930 FRAME: 0755

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Date:

12/28/2012

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2012 by and between SILICON VALLEY BANK ("Bank") and LIJIT NETWORKS, INC. ("Grantor"), a wholly owned Subsidiary of Federated Media Publishing, Inc., a Delaware corporation ("Federated Media").

### RECITALS

A. Pursuant to that certain Joinder Agreement by and between Bank, Grantor, and Federated Media, dated October 10, 2012, Grantor has agreed to become a Borrower under the terms of that certain Second Amended and Restated Loan and Security Agreement dated as of November 15, 2010 (as so amended, and as the same may hereafter from time to time be further amended, modified, supplemented, extended or restated, the "Loan Agreement"), between Federated Media and Bank, and grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in 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, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 (collectively, the "Intellectual Property Collateral").

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

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.

California law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

IN WITNESS WHEREOF, the parties have cause 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:

Lijit Networks, Inc.  
1750 29th St. #2036  
Boulder, Colorado 80301  
Attn: .....

LIJIT NETWORKS, INC.

By: 

Title: SVP Finance

**BANK:**

Address of Bank:

Silicon Valley Bank  
555 Mission St., 9th Floor  
San Francisco, CA 94105  
Attn: Mike Meier

SILICON VALLEY BANK

By: 

Title: Deal Team Leader

EXHIBIT A

Copyrights

Lijit Networks, Inc.

<u>Title</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

Patents

Lijit Networks, Inc.

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Filing Date</u>
Method and System for Constructing and Using a Personalized Database of Trusted Metadata	11/471,199	06/20/2006
Method and System for Incorporating Trusted Metadata in Computing Environment	11/471,200	06/20/2006
System and Method for Extracting Representative Media Content from an Online Document	12/978,268	12/23/2010
System and Method for Client-Server Cooperation in Selecting Content for Display	13/524,751	06/15/2012

EXHIBIT C

Trademarks

Lijit Networks, Inc.

<u>Mark</u>	Registration/ Serial <u>Number</u>	Registration/ Filing <u>Date</u>
LIJIT	RN3936160	03/29/2011