

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
TAULIA INC.
420 TAYLOR ST., 4TH FLOOR
SAN FRANCISCO, CA 94102

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: DE
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **SANTA CLARA**
State: **CA**
Country: **USA**
Zip: **95054**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **December 20, 2012**

Assignment Merger
 Security Agreement Change of Name
 Other :

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **United States, CA**
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3811899
4120279
4088070
4091139

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udsalbany@wolterskluwer.com**


6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 115.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **1868**
Expiration Date **6/15**

b. Deposit Account Number
Authorized User Name

9. Signature. 

Joseph D Borgman
Name of Person Signing

12-21-12

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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OP \$115.00 3811899

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and TAULIA INC. ("Grantor").

RECITALS

A. Bank has made certain advances of money and 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).

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.

C. Under the First Amendment to Loan and Security Agreement dated as of the First Amendment Effective Date (the "First Amendment"), Grantor has granted to Bank a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement which expires on the IP Release Date (as defined in the First Amendment).

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 (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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.

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.

On the IP Release Date, Bank's Lien in Grantor's Intellectual Property expires and shall be released, and the Collateral shall revert to the Collateral provided in the Loan Agreement as per Exhibit A to the First Amendment under the heading "On or after the IP Release Date". Promptly after the IP Release Date, Bank agrees, at Borrower's sole cost and expense, to file appropriate documentation with the USPTO and the Delaware Secretary of State (and any other applicable jurisdiction or office) showing

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that the Collateral no longer includes the Intellectual Property and instead consists of those items set forth on Exhibit A to the First Amendment under the heading "On or after the IP Release Date".

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

420 Taylor Street, 4th Floor
San Francisco, CA 94102
Attn: _____

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: Marshall Hawks

GRANTOR:

TAULIA INC.

By: 

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused 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:

TALLIA INC.

420 Taylor Street, 4th Floor
San Francisco, CA 94102
Attn: _____

By: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94304
Attn: Marshall Hawke

By: *John C. Hoff*

Title: *John C. Hoff*

EXHIBIT A

Registered Copyrights

None

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EXHIBIT B

Patents

None

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EXHIBIT C

Trademarks

Trademark	Country	Registration Status	Serial Number	Registration Date	Class	Priority Date
SaaS	US		85348103	6/16/2011		
SaaS	CTM (EU)		10535953	12/16/2011		
DISCOUNTS AS A SERVICE	CTM (EU)		10538478	12/16/2011		
DISCOUNTS AS A SERVICE	US		85348092	6/16/2011		
INVOICEMENT	US	Registered	77718938	4/18/2009	3811899	6/29/2010
PAY EARLY. PAY LESS.	US	Registered	85056897	6/8/2010	4120279	4/3/2012
AULIA	CTM (EU)	Registered	10592871	1/26/2012	10592871	7/30/2012
AULIA	US	Registered	85382574	1/27/2011	4088070	1/17/2012
Aulia Triangle Logo	CTM (EU)	Registered	10593051	1/26/2012	10593051	7/6/12
Aulia Triangle Logo	US	Registered	85384704	7/28/2011	4091139	1/24/2012

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EXHIBIT D

Mask Works

None

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