

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
Proclivity Media, Inc.		11/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Mike Field		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78969268	PROCLIVITY	
Serial Number:	77874460	CONSUMER VALUATION MARKETING	
Serial Number:	77874453	CONSUMER PREFERENCE BANK	
Serial Number:	77844542	CONSUMER PREFERENCE BANK	
Serial Number:	77533635		
Serial Number:	77533627		
Serial Number:	77318982	PROCLIVITY	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		

CH \$190.00 78969268

Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-176
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/15/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 20, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and PROCLIVITY MEDIA, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 20, 2012 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(e) design rights;

(f) claims for damages by way of past, present and future infringement 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;


(g) licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

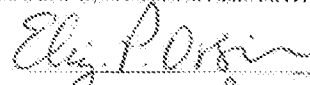
(h) amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents;
and

(i) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
PROCLIVITY MEDIA, INC.
By: 
Name: Sheldon Gilbert
Title: CEO

LENDER:
BRIDGE BANK, NATIONAL ASSOCIATION
By: 
Name: Elizabeth P Orsinger
Title: VP

Address for Notices:
Attn: Sheldon Gilbert, CEO
22 West 19th Street, 9th Floor
New York, NY 10011
Tel: 646-861-6530

Address for Notices:
Attn: Mike Field
55 Ahmaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
PROCLIVITY	78969268	3497303		9/7/06
CONSUMER VALUATION MARKETING	77874460	3769604		11/17/09
CONSUMER PREFERENCE BANK	77874453	N/A		11/17/09
CONSUMER PREFERENCE BANK	77844542	N/A		10/8/09
Design	77533635	3583296		7/29/08
Design	77533627	3583295		7/29/08
PROCLIVITY	77318982	3457608		11/1/07

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
System and Method for Providing E-commerce consumer-based behavioral target marketing reports*	8027864	11944357	Issued	9/27/11
System and Method for Providing E-commerce consumer-based behavioral target marketing reports*	8027865	11944370	Issued	9/27/11
System and Method for Providing E-commerce consumer-based behavioral target marketing reports*	8032405	11944362	Issued	10/4/11
Analytical E-Commerce Processing System and Methods*	N/A	PCT/US2007/085422		

*Please note USPTO reports patent held in the name of Proclivity Systems, Inc.