

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---------------------------|---|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REDPOINT GLOBAL INC. | FORMERLY Redpoint Inc. | 03/29/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BRIDGE BANK, NATIONAL ASSOCIATION | | |
| Street Address: | One Broadway, 14th Floor | | |
| City: | Cambridge | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02142-1187 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4041799 | MARKETSHARK | |
| Registration Number: | 3996497 | REDPOINT | |
| Registration Number: | 3167454 | DATALEVER | |
| Serial Number: | 85857698 | CONVERGENT MARKETING PLATFORM | |
| Serial Number: | 85857897 | CONVERGENT MARKETING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4088524475 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 4088417195 | | |
| Email: | dsanchezbentz@vplawgroup.com | | |
| Correspondent Name: | Diana Sanchez Bentz, Legal Specialist | | |
| Address Line 1: | VLP Law Group LLP | | |
| Address Line 2: | 235 Victoria Drive | | |
| Address Line 4: | Gilroy, CALIFORNIA 95020 | | |

OP \$140.00 4041799

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| ATTORNEY DOCKET NUMBER: | BB-REDPOINT GLOBAL (TMS) |
| NAME OF SUBMITTER: | Diana Sanchez Bentz |
| Signature: | /dsb1068/ |
| Date: | 04/02/2013 |
| Total Attachments: 6 source=(BB-Redpoint) IPSA_as filed#page1.tif source=(BB-Redpoint) IPSA_as filed#page2.tif source=(BB-Redpoint) IPSA_as filed#page3.tif source=(BB-Redpoint) IPSA_as filed#page4.tif source=(BB-Redpoint) IPSA_as filed#page5.tif source=(BB-Redpoint) IPSA_as filed#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 29, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and REDPOINT GLOBAL INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 29, 2013 (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) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

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

(f) design rights;

(g) 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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:

REDPOINT GLOBAL INC.

By: Dale H. Renner

Name: Dale H. Renner

Title: CEO

Address for Notices:

Attn: President

36 Washington Street

Wellesley Hills

Massachusetts, 02481

Telephone: 781-725-0250

Facsimile: 781-583-0464

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Chris Perkins

One Broadway, 14th Floor

Cambridge, MA 0214

Telephone: 617-995-1311

Facsimile: 617-995-1320

[SIGNATURE PAGE TO IP AGREEMENT]

TRADEMARK

REEL: 004995 FRAME: 0587

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

GRANTOR:

REDPOINT GLOBAL INC.

By: _____

Name: _____


Title: _____

Address for Notices:

Attn: President
36 Washington Street
Wellesley Hills
Massachusetts, 02481
Telephone: 781-725-0250
Facsimile: 781-583-0464

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:  _____

Name: Christian Perkins

Title: Vice President

Address for Notices:

Attn: Chris Perkins
One Broadway, 14th Floor
Cambridge, MA 0214
Telephone: 617-995-1311
Facsimile: 617-995-1320

{SIGNATURE PAGE TO IP 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> |
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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> |
|-------------------------------|----------------------------|----------------------------------|--------------------------------|---------------------|
| | | | | |
| CONVERGENT MARKETING PLATFORM | 85857698 | | | 02/22/2013 |
| CONVERGENT MARKETING | 85857897 | | | 02/22/2013 |
| MARKETSHARK | | 4041799 | | 10/18/2011 |
| REDPOINT | | 3996497 | | 07/19/2011 |
| DATALEVER | | 3167454 | | 11/07/2006 |
| | | | | |

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> |
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