

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Square 1 Bank		04/22/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TouchOnTV USA, Inc.		
Street Address:	525 University Ave., Suite 100		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85133979	SKYGRID GROUPS	
Serial Number:	85095303	SKYVIEW	
Serial Number:	85083505	SKYGRID STACKS	
Serial Number:	77771819	SKYADS	
Serial Number:	77739679	SKYGRID	
Serial Number:	77523101	TRADERMODE	
Serial Number:	77032098	SKYGRID	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		

CH \$190.00 85133979

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 010913-0003

NAME OF SUBMITTER: Jennifer C. Evans

Signature: /jce/

Date: 06/10/2013

Total Attachments: 5
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**ASSIGNMENT AND ASSUMPTION
OF
SECURITY AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered into by and between TouchOnTV USA, Inc., having its principal office address at 525 University Ave., Suite 100, Palo Alto, CA 94301 (the “**Buyer**”) and SQUARE 1 BANK, having its principal office address at 406 Blackwell Street, Suite 240, Durham, North Carolina 27701 (the “**Seller**”) effective as of the Closing Date, as such term is defined in the Loan Sale Agreement, dated as of April 22, 2013 (the “**Sale Agreement**”), by and between Buyer and Seller. Terms used but not defined herein shall have such meaning as set forth in the Sale Agreement.

RECITALS

WHEREAS, Seller is the owner of and intends to sell the Loan Assets to Buyer;

WHEREAS, the Loan Assets include Seller’s rights and interest in the Intellectual Property Security Agreement (the “**Security Agreement**”) dated May 4, 2011 by and between Seller and SkyGrid, Inc. (the “**Borrower**”), pursuant to which Borrower granted to Seller a security interest in the intellectual property identified on Schedule A attached hereto (the “**Intellectual Property**”);

WHEREAS, the parties desire to record the transfer of the security interest in the Intellectual Property from the Seller to the Buyer in the United States Patent and Trademark Office; and

WHEREAS, this Assignment is executed and delivered by Seller in connection with the Closing under, and in accordance with, the Sale Agreement;

NOW, THEREFORE, BE IT KNOWN THAT:

1. Conveyance and Assignment. For good and valuable consideration as set forth in the Sale Agreement and without recourse except as provided in the Sale Agreement, effective as of the Closing Date, Seller does hereby ASSIGN, TRANSFER, SET OVER, DELIVER AND CONVEY to Buyer all of the rights, benefits and privileges of Seller in the Loan Assets, including, without limitation, all of Seller’s rights pursuant to the Security Agreement and the security interest in the Intellectual Property.

2. Assumption. Effective as of the Closing Date, Buyer accepts the assignment, transfer, set over, delivery and conveyance of the Security Agreement and the security interest in the Intellectual Property as set forth above.

3. Conflict Among Agreements. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Sale Agreement, the terms and conditions of the Sale Agreement shall govern, supersede and prevail.

4. Titles and Captions. All section or paragraph titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment, and in no way define, limit, extend or describe the scope or intent of any provision hereof.

5. Counterparts. This Assignment may be executed in counterparts, including faxed counterparts.

6. Governing Law. The parties agree that this Agreement shall be construed, and the rights and obligations of the parties under the Agreement shall be determined, in accordance with the laws of the State of California (excluding the conflict of law rules). The parties further agree and stipulate that this Agreement shall be deemed to have been entered into in the State of California. The parties hereto consent to submit to the personal jurisdiction of the United States District Court for the Northern District of California, or the state courts of Santa Clara County, California, either of which shall be the exclusive forum for the resolution of any claim or cause of action arising out of the breach of this Agreement. The parties further hereby unconditionally and irrevocably, and as an independent covenant, waive any right to a jury trial in any action or proceeding hereunder or otherwise related hereto.

[The remainder of the page left intentionally blank.]

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

BUYER:

TOUCHONTV USA, INC.

By:  _____

Name: Brett Cummings

Title: Chief Financial Officer

Date: April 22, 2013

Address: 525 University Ave., Suite 100
Palo Alto, CA 94301

Facsimile No. _____

SELLER:

SQUARE 1 BANK

By: _____

Name:

Title:

Date:

Address: 406 Blackwell Street, Suite 240
Durham, NC 27701

Attn: Loan Operations Manager

Facsimile No. (919) 314-3080

Signature Page to Assignment Agreement

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

BUYER:

TOUCHONTV USA, INC.

By: _____

Name:

Title:

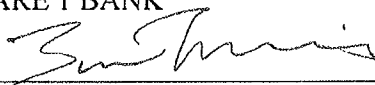
Date:

Address: 525 University Ave., Suite 100
Palo Alto, CA 94301

Facsimile No. _____

SELLER:

SQUARE 1 BANK

By:  _____

Name: *Evan Travis*

Title: *AVP*

Date: April 22, 2013

Address: 406 Blackwell Street, Suite 240
Durham, NC 27701

Attn: Loan Operations Manager

Facsimile No. (919) 314-3080

Signature Page to Assignment Agreement

SCHEDULE A
INTELLECTUAL PROPERTY

Patents

Description	Patent/App. No.	File Date
Systems and methods for content delivery	12319314	01/05/09
System and method for change detection of information or type of data	12324596	11/26/08
Systems and method for visualization of real-time advertisement inventory	12490283	06/23/09
Systems and methods for dynamic content selection and distribution	12645311	12/22/09
System and method for change detection of information or type of data	11843813	08/23/07

Trademarks

Description	Serial/Registration. No.	File Date
SKYGRID GROUPS	85133979	09/20/10
SKYVIEW	85095303	07/28/10
SKYGRID STACKS	85083505	07/13/10
SKYADS	77771819	06/30/09
SKYGRID	77739679	05/18/09
TRADERMODE	77523101	07/15/08
SKYGRID	77032098	10/30/06