

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
NFLUENCE MEDIA, INC.		08/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street, Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85284388	NFLUENCE
Serial Number:	85881937	AUTOGRAPH
Serial Number:	85558616	SWOTE
Serial Number:	85558608	SWOTE
Serial Number:	85773167	GAMIFYING PERSONALIZATION
Serial Number:	85509822	DEALBOARD
Serial Number:	85509816	DEALBOARD
Serial Number:	85509809	DEALBOARD
Serial Number:	85391280	DEAL TAILOR
Serial Number:	85391276	DEAL TAILOR
Serial Number:	85391274	DEAL TAILOR
Serial Number:	85773166	GAMIFYING PERSONALIZATION
Serial Number:	85773162	GAMIFYING PERSONALIZATION
Serial Number:	85284384	NFLUENCE

CH \$390.00 85284388

Serial Number:

76210354

NFLUENCE

**CORRESPONDENCE DATA**

Fax Number: 9193541278

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Signature:

/leeconner-sra/

Date:

08/09/2013

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 7, 2013 by and between SQUARE 1 BANK ("Bank") and NFLUENCE MEDIA, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of August 7, 2013 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

999 N. Northlake Way, Suite 300  
Seattle, WA 98103

Attn: Chief Executive Officer

GRANTOR:

NFLUENCE MEDIA, INC.

By: Eileen McLormack

Title: VP Finance & Corp Secretary

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By: Ben Patten

Title: AWP

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Consumer driven advertising system	13490444	6/6/12
Method and apparatus for displaying ads directed to personas having associated characteristics	13490447	6/6/12
System and method for delivering ads to personas based on determined user characteristics	13490449	6/6/12
Consumer self-profiling gui, analysis and rapid information presentation tools	13707578	12/6/12
Consumer self-profiling gui, analysis and rapid information presentation tools	13707581	12/6/12
Ad blocking tools for interest-graph driven personalization	13843645	3/15/13
Reverse brand sorting tools for interest-graph driven personalization	13843270	3/15/13
Providing consumers with personalized advertising information, content recommendation and interest driven offers	61597136	2/9/12
Providing consumer persona creation and data interaction tools	61603216	2/24/12
Determining consumer profiles with pre-existing consumer data	61683678	8/15/12
Self-targeting advertising data collection and processing tools	61724863	11/9/12
Interest graph sharing and identity mapping tools	61824353	5/16/13
Consumer driven advertising system	PCT/US12/41178	6/6/12
Consumer self-profiling gui, analysis and rapid information presentation tools	PCT/US12/68319	12/6/12
Tools for interest-graph driven personalization	PCT/US13/32643	3/15/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
NFLUENCE	85284388	4/1/11
AUTOGRAPH	85881937	3/20/13
SWOTE	85558616	3/2/12
SWOTE	85558608	3/2/12
GAMIFYING PERSONALIZATION	85773167	11/6/12
DEALBOARD	85509822	1/5/12
DEALBOARD	85509816	1/5/12
DEALBOARD	85509809	1/5/12
DEAL TAILOR	85391280	8/5/11
DEAL TAILOR	85391276	8/5/11
DEAL TAILOR	85391274	8/5/11
GAMIFYING PERSONALIZATION	85773166	11/6/12
GAMIFYING PERSONALIZATION	85773162	11/6/12
NFLUENCE	85284384	4/1/11
NFLUENCE	76210354	2/15/01

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