

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
PONTIFLEX, INC.		12/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4259490	ADLEADS
Registration Number:	4216751	APPYMAIL
Registration Number:	4179473	SIGNUP ADS
Registration Number:	4145711	KEEP APPS FREE
Registration Number:	3994878	PONTIFLEX APPEADS
Serial Number:	77761231	PFLEX
Registration Number:	3857404	PONTIFLEX ADLEADS
Registration Number:	3787994	PONTIFLEX
Registration Number:	3796396	CONNECT ONCE
Registration Number:	3793843	GENLIST

CORRESPONDENCE DATA

Fax Number: 9193541278

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

CH \$265.00 4259490

via US Mail.

Phone: 9193143086
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
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Signature:	/leeconner-tkf/
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Date:	08/29/2013
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 28, 2012 by and between SQUARE 1 BANK ("*Bank*") and PONTIFLEX INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to 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 as of January 20, 2010 (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. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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.

C. 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 all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 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 (collectively, "Intellectual Property Collateral").

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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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:

PONTIFLEX INC.

By 
Name Zeplin Loebner
Title CEO

Address of Grantor:

45 Main Street, Suite 1101
New York, NY 11201

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

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:

PONTIFLEX INC.

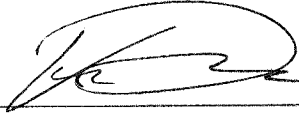
By _____
Name _____
Title _____

Address of Grantor:

45 Main Street, Suite 636
New York, NY 11201

Bank:

Square 1 Bank

By  _____
Name VERDEMAN
Title VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Patent Applications and Provisional Patent Applications

The Data Bridge U.S. Patent Application, Number 11/801,330 and dated as of May 9, 2007 (the "**Patent Application**"). The Patent Application is pending and, therefore, has not been determined to be valid or enforceable.

The Pflex Ads U.S. Patent Application, Number 12/947,675, conf. no. 1342, and dated as of November 15, 2009 (the "**Second Patent Application**"). On November 30, 2011, the Company received a non-final notice of rejection relating to the Second Patent Application from the U.S. Patent and Trademark Office and, therefore, the Second Patent Application has not been determined to be valid or enforceable.

The Advertising Using Mobile Devices U.S. Provisional Patent Application, Number 61/449,750 and dated as of March 7, 2011 (the "**Third Patent Application**"). The Third Patent Application is a provisional patent application that has expired.

The Advertising Using Mobile Devices U.S. Patent Application, Number 13/413,471, conf. no. 1699, and dated as of March 6, 2012 (the "**Fourth Patent Application**"). The Fourth Patent Application is pending and, therefore, has not been determined to be valid or enforceable.

The Advertising Campaign Planner for Optimum Lead Delivery and Quality to Advertisers with Pareto-Optimal Pricing Between Advertisers and Publishers U.S. Provisional Patent Application, number 61/725,763, filed on November 13, 2012 (the "**Fifth Patent Application**"). The Fifth Patent Application is a provisional patent application that is pending and, therefore, has not been determined to be valid or enforceable.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Adleads	85589802/4259490	December 11, 2012
Appymail	85473843/4216751	October 2, 2012
Signup Ads	85513196/4179473	July 24, 2012
Keep Apps Free	85395708/4145711	May 22, 2012
Pontiflex Appleads	85022219/3994878	July 12, 2011
Pflex	77761231	June 16, 2009
Pontiflex Adleads	77529006/3857404	October 5, 2010
Pontiflex	77510141/3787994	May 11, 2010
Pontiflex Adleads	77510129/3796396	June 1, 2010
Genlist	77510101/3793843	May 25, 2010
Pontiflex (Madrid Protocol)	993476	December 18, 2008
Pontiflex Adleads (Madrid Protocol)	993477	December 18, 2008
Connect Once	3796396	June 1, 2010