

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
Madwire Media, LLC		08/28/2013	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85969168	WE LOVE MAD
Serial Number:	85966287	TOP RATED LOCAL
Serial Number:	85965921	MARKETING 360
Serial Number:	85965953	UXI CONVERT INTELLIGENTLY
Serial Number:	85965929	UXI
Serial Number:	85965939	CONVERT INTELLIGENTLY
Serial Number:	85923557	MAD 360°
Registration Number:	4299589	TOP PLACEMENT ADS
Serial Number:	86043371	LLA
Serial Number:	86043362	LOCAL LISTING ADS
Serial Number:	86043360	LLA LOCAL LISTING ADS
Serial Number:	86036665	MADWIRE
Serial Number:	86032711	RET

OP \$590.00 85969168

Serial Number:	86032749	TPA TOP PLACEMENT ADS
Serial Number:	86032971	TPA
Serial Number:	86032955	NLA
Serial Number:	86032933	NLA NATURAL LISTING ADS
Serial Number:	86032914	NATURAL LISTING ADS
Serial Number:	86032899	MADWIRE
Serial Number:	86032774	CONVERTING CLICKS TO CUSTOMERS
Serial Number:	86032527	RETARGETING ADS
Serial Number:	86032485	VISIBILITY CLICKABILITY CONVERTIBILITY
Serial Number:	86032460	RET RETARGETING ADS

**CORRESPONDENCE DATA**

Fax Number: 7349302494

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

Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	09/18/2013

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 28, 2013 by and between COMERICA BANK ("Bank") and MADWIRE MEDIA, LLC, a Colorado limited liability company ("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 of even date herewith (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. 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.

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 its 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 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.

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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:

Address of Grantor:

550 W. Eisenhower Blvd.  
Loveland, CO 80537

Attn: \_\_\_\_\_

MADWIRE MEDIA, LLC

By: \_\_\_\_\_

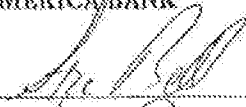
Title: \_\_\_\_\_

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

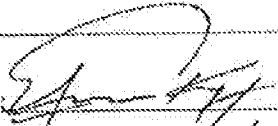
BANK:

COMERICA BANK

By:  \_\_\_\_\_

Title: Vice President \_\_\_\_\_

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

By:   
Name: JOSEPH KEENAN  
Title: CEO

COMERICA BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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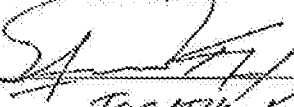
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**CONSENT AND AGREEMENT OF BORROWER**

The undersigned Borrower hereby approves of, agrees to and consents to all of the terms and provisions of the foregoing Intercreditor and Subordination Agreement and agrees to be bound thereby and further agrees that any default or event of default (after expiration of any applicable cure periods) by the Borrower under any present or future instrument or agreement between the Borrower and any one Lender shall constitute an immediate default and event of default under all present and future instruments and agreements between the Borrower and the other Lender. Borrower further agrees that, at any time and from time to time, the foregoing Agreement may be altered, modified or amended by Lenders, without the need for any consent by Borrower. Borrower further agrees that Lenders may take any action with respect to which they both agree with respect to Collateral, including without limitation a joint foreclosure for the aggregate amount of indebtedness owed by Borrower to both or either, recognizes any agency to which each might appoint the other (without either Lender being obligated to do any of the foregoing). Borrower further agrees that, upon an Event of Default, Lenders may undertake a joint foreclosure for the aggregate amount of indebtedness owed by Borrower to both or either, and that no lien of either of them against the Collateral will be extinguished until its respective Loan Documents have been indefeasibly paid and performed in full. Borrower further represents and warrants to Lenders that independent counsel selected by Borrower has advised it in connection with this Consent and Agreement.

"Borrower"

MADWIRE MEDIA, LLC

By:   
Name: Joseph Kellough  
Title: CEO

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EXHIBIT A

Copyrights

None

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EXHIBIT B

Patents

None

Detroit\_1327795\_1



**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WE LOVE MAD	85/969168	6/25/13	n/a	n/a
TOP RATED LOCAL	85/966287	6/21/13	n/a	n/a
MARKETING 360	85/965921	6/20/13	n/a	n/a
UXI (and Design)	85/965953	6/20/13	n/a	n/a
UXI	85/965929	6/20/13	n/a	n/a
CONVERT INTELLIGENTLY	85/965939	6/20/13	n/a	n/a
MAD 360 (Stylized letters)	85/923557	5/4/13	n/a	n/a
TOP PLACEMENT ADS	85/725784	9/11/12	4,299,589	3/5/13
LLA	86/043371	8/20/13	n/a	n/a
LOCAL LISTING ADS	86/043362	8/20/13	n/a	n/a
LLA LOCAL LISTING ADS	86/043360	8/20/13	n/a	n/a
MADWIRE	86/036665	8/13/13	n/a	n/a
RET	86/032711	8/8/13	n/a	n/a
TPA TOP PLACEMENT ADS	86/032749	8/8/13	n/a	n/a
TPA	86/032971	8/8/13	n/a	n/a
NLA	86/032955	8/8/13	n/a	n/a
NLA NATURAL LISTING ADS	86/032933	8/8/13	n/a	n/a
NATURAL LISTING ADS	86/032914	8/8/13	n/a	n/a
MADWIRE	86/032899	8/8/13	n/a	n/a
CONVERTING CLICKS TO CUSTOMERS	86/032774	8/8/13	n/a	n/a
RETARGETING ADS	86/032527	8/8/13	n/a	n/a
VISIBILITY CLICKABILITY CONVERTIBILITY	86/032485	8/8/13	n/a	n/a

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
RET RETARGETING ADS	86/032460	8/8/13	n/a	n/a