

TRADEMARK ASSIGNMENT

Electronic 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 |
| Blue Box Group, Inc. | | 09/30/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Voyager Capital Management III, LLC | | |
| Street Address: | 719 Second Avenue | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98104 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4357847 | BLUE BOX | |
| Registration Number: | 4357846 | BLUE BOX | |
| Registration Number: | 4357845 | BLUE BOX | |
| Registration Number: | 3689316 | BLUE BOX | |
| Registration Number: | 4286826 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6509385200 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 650-988-8500 | | |
| Email: | trademarks@fenwick.com | | |
| Correspondent Name: | Fenwick & West LLP | | |
| Address Line 1: | 801 California Street | | |
| Address Line 4: | Mountain View, CALIFORNIA 94041 | | |
| ATTORNEY DOCKET NUMBER: | 26070-00027-4292 | | |

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| NAME OF SUBMITTER: | Linda G. Henry, Esq. |
| Signature: | /lgh/ |
| Date: | 10/17/2013 |
| Total Attachments: 36 source=Security Agreement##page1.tif source=Security Agreement##page2.tif source=Security Agreement##page3.tif source=Security Agreement##page4.tif source=Security Agreement##page5.tif source=Security Agreement##page6.tif source=Security Agreement##page7.tif source=Security Agreement##page8.tif source=Security Agreement##page9.tif source=Security Agreement##page10.tif source=Security Agreement##page11.tif source=Security Agreement##page12.tif source=Security Agreement##page13.tif source=Security Agreement##page14.tif source=Security Agreement##page15.tif source=Security Agreement##page16.tif source=Security Agreement##page17.tif source=Security Agreement##page18.tif source=Security Agreement##page19.tif source=Security Agreement##page20.tif source=Security Agreement##page21.tif source=Security Agreement##page22.tif source=Security Agreement##page23.tif source=Security Agreement##page24.tif source=Security Agreement##page25.tif source=Security Agreement##page26.tif source=Security Agreement##page27.tif source=Security Agreement##page28.tif source=Security Agreement##page29.tif source=Security Agreement##page30.tif source=Security Agreement##page31.tif source=Security Agreement##page32.tif source=Security Agreement##page33.tif source=Security Agreement##page34.tif source=Security Agreement##page35.tif source=Security Agreement##page36.tif | |

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this “**Security Agreement**”), dated as of September 30, 2013, is executed by **Blue Box Group, Inc.**, a Delaware corporation (together with its successors and assigns, “**Company**”), in favor of **Collateral Agent** (as herein defined) on behalf of the Investors listed on the signature pages hereof.

RECITALS

A. Company and the Investors have entered into a Note Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “**Purchase Agreement**”), pursuant to which the Company has issued secured convertible promissory notes, dated as of the date hereof (each, as amended, modified or otherwise supplemented from time to time, a “**Note**” and collectively, the “**Notes**”) in an aggregate principal amount of up to \$1,500,000 in favor of the Investors.

B. In order to induce each Investor to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant Collateral Agent, for the benefit of itself and the Investors, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Collateral Agent and the Investors as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

“**Collateral**” has the meaning given to that term in Section 2 hereof.

“**Obligations**” means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Collateral Agent or the Investors of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

“**Permitted Liens**” means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the

ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Collateral Agent; (e) Liens upon any equipment acquired or held by Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 3 of the Note; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods, (h) Liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; (i) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; (j) leases or subleases and licenses or sublicenses granted in the ordinary course of Company's business; (k) Liens pursuant to that certain Loan and Security Agreement, dated as of February 28, 2013, by and between the Company and Silicon Valley Bank, as may be amended from time to time and (l) Liens pursuant to that certain IP Security Agreement, dated on or about the date hereof, by and between the Company and Silicon Valley Bank, as may be amended from time to time.

"UCC" means the Uniform Commercial Code as in effect in the State of Washington from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Collateral Agent and grants to Collateral Agent on behalf of the Investors collectively a security interest in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral"). Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any equipment or other property financed by a third party, provided that such third party's Liens are Liens of the type described in subsection (e) of the definition of Permitted Liens; provided further that such equipment or other property shall be deemed "Collateral" hereunder if such third party's Lien is released or otherwise terminated.

3. General Representations and Warranties. Company represents and warrants to Collateral Agent and the Investors that: (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in,

against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Collateral Agent has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the address of the Company set forth in Section 8 of this Security Agreement; (f) Company does not own any patents, trademarks, copyrights or mask works registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on Schedule A hereto; (g) all information set forth in Schedules A and B hereto is complete, true and correct; (h) this Security Agreement creates a security interest that is valid and enforceable against the Collateral in which Company now has rights and will create a security interest that is valid and enforceable against the Collateral in which Company hereafter acquires rights at the time Company acquires any such rights; (i) no receiver has been appointed nor is any receiver presently charged with authority of any kind over any of the Collateral or any other material part of Company's property, nor has Company made an assignment for the benefit of creditors and Company is not the debtor or alleged or ancillary debtor in any case under the United States Bankruptcy Code or the subject of any other bankruptcy or insolvency proceedings for the general adjustment of its debts or for its liquidation; (j) in the ninety (90) days immediately preceding the date hereof, Company has not received any threat from any third Person to subject Company to any involuntary bankruptcy or insolvency proceeding; and (k) Company has not adopted any resolution of its Board of Directors or taken any vote of its stockholders for the dissolution, liquidation or winding up of its affairs, nor has Company received any proposal therefor from any stockholder of Company.

4. Covenants Relating to Collateral. Company hereby agrees: (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Collateral Agent therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 30 days' written notice to Collateral Agent, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, (ii) not to change Company's state of incorporation, (iii) establish any new Deposit Account, any new Securities Account or any new Commodities Account, or (iv) make any changes in its identity, structure or registration number which might make any financing statement filed hereunder incorrect or misleading or ineffective to perfect or maintain the perfection of the security interest in any of the Collateral granted hereunder; (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Collateral Agent to perfect, maintain and protect its Lien hereunder and the priority

thereof and to deliver promptly upon the request of Collateral Agent all originals of Collateral consisting of instruments; (f) to appear in and defend any action or proceeding which may affect its title to or Collateral Agent's interest in a material portion of the Collateral; (g) if Collateral Agent gives value to enable Company to acquire rights in or the use of any Collateral, to use such value for such purpose; (h) to keep separate, accurate and complete records of the Collateral and to provide Collateral Agent with such records and such other reports and information relating to the Collateral as Collateral Agent may reasonably request from time to time; (i) not to surrender or lose possession of (other than to Collateral Agent), sell, encumber, lease, rent, or otherwise dispose of or transfer or lose any Collateral or right or interest therein, and to keep the Collateral free of all Liens except Permitted Liens, provided that Company may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, and (iii) non-exclusive licenses and similar arrangements for the use of the property of Company; (j) if requested by Collateral Agent, to type, print or stamp conspicuously on the face of all original copies of all Collateral consisting of chattel paper a legend satisfactory to Collateral Agent indicating that such chattel paper is subject to the security interest granted hereby; (k) to collect, enforce and receive delivery of the accounts receivable and payment intangibles in accordance with past practice until otherwise notified by Collateral Agent; (l) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral (including the Fair Labor Standards Act); (m) to permit Collateral Agent and its representatives the right, at any time during normal business hours, upon reasonable prior notice, to visit and inspect the properties of Company and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Company's affairs, finances and accounts with its directors, officers and independent public accountants, in each case solely for the purpose of protecting the Investors' rights in the Collateral; (n) to promptly notify Collateral Agent in writing if Company acquires a commercial tort claim, and to provide a summary description of such claim, and grant to Collateral Agent, on behalf of the Investors, in writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance reasonably satisfactory to Collateral Agent; (o) promptly notify Collateral Agent in writing if Company acquires any material intellectual property or Investment Property after the date hereof and update Schedule A and Schedule B as appropriate; (p) if reasonably requested by Collateral Agent, promptly and diligently register any copyright, trademark, service mark, trade name or other intellectual property which is registrable with the applicable governmental or other registration authority; and (q) maintain, with financially sound and reputable insurers, fire and casualty insurance sufficient in amount to allow it to replace any of the tangible Collateral.

5. Authorized Action by Collateral Agent. Company hereby irrevocably appoints Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Collateral Agent may perform (but Collateral Agent shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any

compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; (f) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Company, that the Collateral Agent may reasonably deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the security interests therein under this Security Agreement and to accomplish the purposes of this Security Agreement; and (g) file (with or without the Company's signature) all financing statements, assignments, continuation financing statements, termination statements, control agreements and other documents and instruments, including all appropriate UCC financing statements and Patent and Trademark Office and Copyright filings and execute other documents, instruments and agreements required hereunder; provided, however, that Collateral Agent shall not exercise any such powers granted pursuant to subsections (a) through (f) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. In the event that the Collateral Agent desires to exercise the powers granted pursuant to subsections (a) through (f) of the preceding sentence during the continuance of an Event of Default, the Collateral Agent shall give written notice to the Investors and (x) if either (i) the Requisite Holders (as defined in the Notes) authorize the Collateral Agent to exercise such powers or (ii) the Requisite Holders (other than the Collateral Agent) do not respond to the Collateral Agent within 5 days of the effectiveness of such notice (either of (i) or (ii) referred to herein as an "**Authorization**"), then the Collateral Agent may exercise such powers or (y) in the absence of an Authorization (including a response by Requisite Holders other than the Collateral Agent that the Collateral Agent is not authorized to exercise such powers), then the Collateral Agent may not exercise such powers. Company will cooperate with the Collateral Agent in obtaining Control for the Collateral Agent of Collateral consisting of Deposit Accounts, Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper. Company agrees to reimburse Collateral Agent upon demand for any reasonable costs and expenses, including attorneys' fees, Collateral Agent may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Collateral Agent's possession; provided, however, that Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

6. Litigation and Other Proceedings.

(a) Company shall have the right and obligation, in the exercise of its business judgment, to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the patents, trademarks, copyrights, mask works or trade secrets. During the continuation of an Event of Default, no such suit, proceeding or other actions shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Collateral Agent, which consent shall not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have the right but not the obligation to bring suit or institute proceedings in

the name of Company or Collateral Agent to enforce any material rights in a material portion of the Collateral, including any license thereunder, in which event Company shall at the request of Collateral Agent do any and all lawful acts and execute any and all documents reasonably required by Collateral Agent in aid of such enforcement.

7. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance (if applicable pursuant to the terms of the Notes) of an Event of Default (as defined in the Notes).

(b) Remedies. Upon the occurrence and during the continuance (if applicable pursuant to the terms of the Notes) of any such Event of Default, Collateral Agent shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Collateral Agent and the Investors at a place to be designated by Collateral Agent and the Investors; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Collateral Agent and the Investors deem appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Collateral Agent's rights hereunder, Company hereby grants to Collateral Agent an irrevocable, non-exclusive license, exercisable without royalty or other payment by Collateral Agent, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent at the time of, or received by Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Collateral Agent;

(ii) Second, to the payment to each Investor of the amount then owing or unpaid on such Investor's Note, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such Note, then its Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to each Investor under any of the Transaction Documents, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid under such Transaction Documents, then its Pro Rata Share of the amount remaining to be distributed; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same; provided however, Company shall remain liable to the Investors for any deficiency that exists after any sale, collection or other disposition of the Collateral.

For purposes of this Security Agreement, the term “**Pro Rata Share**” shall mean, when calculating a Investor’s portion of any distribution or amount, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the original outstanding principal amount of such Investor’s Note and (ii) the denominator of which is the original aggregate outstanding principal amount of all Notes issued under the Purchase Agreement. In the event that a Investor receives payments or distributions in excess of its Pro Rata Share, then such Investor shall hold in trust all such excess payments or distributions for the benefit of the other Investors and shall pay such amounts held in trust to such other Investors upon demand by such Investors.

8. Collateral Agent.

(a) Appointment. The Investors hereby appoint Voyager Capital Fund III, LLC (“**Voyager**”) as collateral agent for the Investors under this Security Agreement (in such capacity, the “**Collateral Agent**”) to serve from the date hereof until the termination of the Security Agreement. In its capacity as an Investor, the Collateral Agent shall have the same rights and powers under this Security Agreement, the Notes and the other Transaction Documents as any other Investor and may exercise the same as though it were not the Collateral Agent. The Collateral Agent may resign at any time upon giving 5 days’ prior written notice of such resignation to the Company and the Investors. In the event that Voyager resigns as Collateral Agent, the successor Collateral Agent shall be designated by the Requisite Holders (as defined in the Notes). Any successor Collateral Agent shall execute a counterpart signature page to this Security Agreement whereby such person becomes a party to this Security Agreement as the Collateral Agent.

(b) Powers and Duties of Collateral Agent, Indemnity by Investors.

(i) Each Investor hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the Requisite Holders (as defined in the Notes) in accordance with the terms hereof, together with such powers as are reasonably incidental thereto including (a) exercise or refrain from exercising any rights, remedies or powers of the Investors under applicable law or under this Security Agreement in respect of the Notes, the other Transaction Documents or all or any portion of any Collateral, (b) sell, lease, surrender, realize upon or otherwise deal with, in any manner and in any order, all or any portion of any Collateral, (c) make any demands or give any notices in connection with the Notes, this Security Agreement or the other Transaction Documents, (d) distribute payments to the Investors of amounts paid to the Collateral Agent by Company or received by it in connection with the Collateral or the sale or disposition of Collateral, (e) receive and hold on behalf of the Investors any instruments or other possessory Collateral, and (f) engage, replace, instruct and remunerate on behalf of, and at the expense of, the Investors, consultants, experts, counsel and other Persons to be engaged by the Collateral Agent or the Investors, including legal counsel for the Collateral Agent or the Investors; provided, however, that the Collateral Agent shall not waive the Company’s obligations to maintain, preserve, protect the Collateral without the written consent of the Requisite

Holder. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its directors, officers or employees shall be liable or responsible to any Investor or to Company for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its directors, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Security Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Company's compliance with any of the terms and conditions of this Security Agreement; (iv) the failure by Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Investors agrees to pay to the Collateral Agent, on demand, its Pro Rata Share of all fees and all expenses incurred in connection with the operation and enforcement of this Security Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by Company. In the case of this Security Agreement and each instrument and document relating to any of the Collateral, each of the Investors and the Company hereby agrees to hold the Collateral Agent and its affiliates, directors, officers, employees, partners, members, agents, counsel and other advisors (collectively, the "**Related Parties**") harmless, and to indemnify the Collateral Agent and the Related Parties from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Security Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

9. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Collateral Agent under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Collateral Agent:

Voyager Capital Fund III, LLC
719 Second Avenue
Suite 1400
Seattle, Washington 98104
Attention: [Chief Legal Officer]

with a copy to:

Fenwick & West LLP
1191 Second Avenue
10th Floor
Telephone: (206) 389-4510
Facsimile: (206) 389-4511
Attention: Alan C. Smith

Company:

Blue Box Group, Inc.
119 Pine Street
Seattle, Washington 98101
Telephone: (206) 607-0660
Facsimile: (253) 272-3005
Attention: Chief Executive Officer

with a copy to:

Wilson Sonsini Goodrich & Rosati, P.C.
701 Fifth Avenue, Suite 5100
Seattle, Washington 98104
Telephone: (206) 883-2500
Facsimile: (206) 883-2699
Attention: Craig E. Sherman

(b) Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Collateral Agent hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Collateral Agent will, at Company's expense, execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination. The indemnification obligations set forth in Section 8(b) shall survive termination of the security interest.

(c) Nonwaiver. No failure or delay on Collateral Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Collateral Agent. Each waiver or consent under any provision hereof shall be effective only in the

specific instances for the purpose for which given. Notwithstanding the foregoing, this Security Agreement may be amended to add as a party to this Agreement any purchaser of a Note from Company in connection with the Rights Offering Closing (as defined in the Purchase Agreement) or any Additional Closing (as defined in the Purchase Agreement) without the consent of any other Investor, by delivery to the Company of a counterparty signature page to this Security Agreement. Such amendment shall take effect at the applicable Closing (as defined in the Purchase Agreement) and such party shall thereafter be deemed an "Investor" for all purposes hereunder.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Collateral Agent and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(f) Cumulative Rights, etc. The rights, powers and remedies of Collateral Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to Collateral Agent by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Collateral Agent's rights hereunder. Company waives any right to require Collateral Agent to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Collateral Agent's power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Collateral Agent, Company shall furnish evidence satisfactory to Collateral Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, Investors, Collateral Agent and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company, Investors or Collateral Agent.

(j) Entire Agreement. This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company, Investors and

Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(k) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words “include” and “including” and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(l) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of [Delaware] without reference to conflicts of law rules (except to the extent governed by the UCC).

(m) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(n) Expenses. Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys’ fees and expenses, incurred by Collateral Agent in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

BLUE BOX GROUP, INC.

By: Jesse Proudman

Name: Jesse Proudman

Title: President

AGREED:

VOYAGER CAPITAL FUND III, LLC
As Collateral Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

BLUE BOX GROUP, INC.

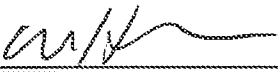
By: _____

Name: _____

Title: _____

AGREED:

VOYAGER CAPITAL FUND III, LLC
As Collateral Agent

By: 

Name: William H. McAleer

Title: Managing Director

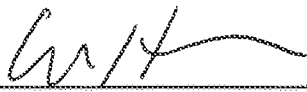
[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTORS:

VOYAGER CAPITAL FUND III, L.P.

By: Voyager Capital Management III, LLC
Its: General Partner

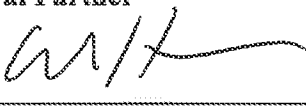
By: 

Name: William H. McAleer

Title: Managing Director

VOYAGER CAPITAL FOUNDERS FUND III, L.P.

By: Voyager Capital Management III, LLC
Its: General Partner

By: 

Name: William H. McAleer

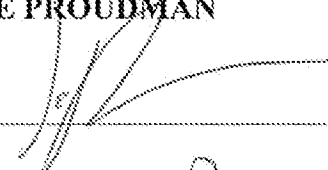
Title: Managing Director

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

JESSE PROUDMAN

By:  _____

Name: JESSE PROUDMAN

Title: CEO

[Signature page to Security Agreement]

TRADEMARK
REEL: 005133 FRAME: 0224

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

ABSTRACTION VENTURES LLC

By: Amith Nagarajan
Amith Nagarajan (Sep 27, 2013)

Name: Amith Nagarajan

Title: Member

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

CHARLES KALTENBACH

By: Charles M. Kaltenbach
Charles M. Kaltenbach (SIN 77, 2013)

Name: Charles M Kaltenbach

Title: Retired

[Signature page to Security Agreement]

TRADEMARK
REEL: 005133 FRAME: 0226

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

BILL PROUDMAN

By: Bill Proudman

Name: Bill Proudman

Title: member

[Signature page to Security Agreement]

TRADEMARK
REEL: 005133 FRAME: 0227

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

ERIC WEBSTER

By: _____

Name:  _____ Eric Webster

Title: _____ VP of Sales and Marketing

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

MATTHEW GERBER

By: Matthew Gerber

Name: Matthew Gerber

Title: Investor

[Signature page to Security Agreement]

TRADEMARK
REEL: 005133 FRAME: 0229

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

KIRSTEN MORBECK

By *Kirsten Morbeck*
Kirsten Morbeck (WS) 2/27/13

Name: kirsten morbeck

Title: Warm Springs Partners, Managing Director

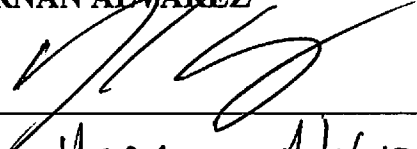
[Signature page to Security Agreement]

TRADEMARK
REEL: 005133 FRAME: 0230

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

HERNAN ALVAREZ

By:  _____

Name: Hernan Alvarez

Title: _____

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

DAN KALTENBACH

By: 

Name: Dan Kaltenbach

Title: CEO

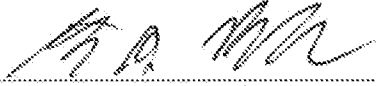
[Signature page to Security Agreement]

TRADEMARK
REEL: 005133 FRAME: 0232

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed
as of the day and year first above written.

INVESTOR:

STEPHEN BALUKOFF

By: 

Name: Stephen R. Balukoff

Title: Principal Technologist

[Signature page to Security Agreement]

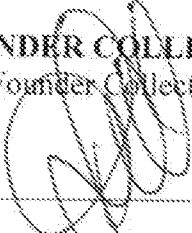
TRADEMARK
REEL: 005133 FRAME: 0233

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

FOUNDER COLLECTIVE LP

By: Founder Collective GP, LLC, its General Partner

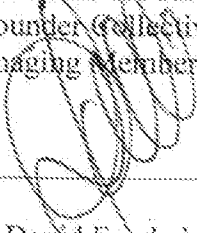
By: 

Name: David Frankel

Title: Managing Member

**FOUNDER COLLECTIVE
ENTREPRENEURS' FUND, LLC**

By: Founder Collective GP, LLC,
its Managing Member

By: 

Name: David Frankel

Title: Managing Member

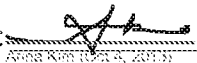
[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTORS:

PROVIDENT TRUST GROUP

By: FBO Theresa Fette SEP IRA

By:  _____
ANNA KIM (FBO T.F. FETTE)

Name: Anna Kim

Title: Anna Kim, employee on behalf Provident Trust Group LLC

PROVIDENT TRUST GROUP

By: FBO Jason Helquist SEP IRA

By:  _____
ANNA KIM (FBO J. HELQUIST)

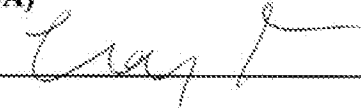
Name: Anna Kim

Title: Anna Kim, employee on behalf Provident Trust Group LLC

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

INVESTOR:

**WS INVESTMENT COMPANY, LLC
(2013A)**

By: 

Name: Craig Sherman

Title: Member

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to all assets of Company, including, without limitation, the following property:

- (i) All Accounts;
- (ii) All Chattel Paper;
- (iii) All Commercial Tort Claims listed on Exhibit A;
- (iv) All Deposit Accounts and cash;
- (v) All Documents;
- (vi) All Equipment;
- (vii) All General Intangibles;
- (viii) All Goods;
- (ix) All Instruments;
- (x) All Intellectual Property;
- (xi) All Inventory;
- (xii) All Investment Property;
- (xiii) All Money;
- (xiv) All Letter-of-Credit Rights;

(xv) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term “**Intellectual Property**” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Attachment 1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of Washington as in effect from time to time.

Exhibit A
to
Attachment 1 to Security Agreement
Commercial Tort Claims

On June 14, 2013, the Company filed a complaint in the Superior Court of Washington for King County against Digital Fortress, Inc., in the matter titled *Blue Box Group, Inc. v. Digital Fortress, Inc.*

SCHEDULE A

COPYRIGHTS AND COPYRIGHT REGISTRATION APPLICATIONS

| | | |
|--------------------|--------------------------|-------------------------|
| <u>Description</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|--------------------|--------------------------|-------------------------|

PATENTS

| | | |
|--------------|--------------------|-------------------|
| <u>Title</u> | <u>Date Issued</u> | <u>Patent No.</u> |
|--------------|--------------------|-------------------|

PATENT APPLICATIONS

| | | |
|--------------|-------------------------|------------------------|
| <u>Title</u> | <u>Application Date</u> | <u>Application No.</u> |
|--------------|-------------------------|------------------------|

TRADEMARKS

| | | |
|-------------|--------------------------|-------------------------|
| <u>Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-------------|--------------------------|-------------------------|

| | | |
|----------|-----------|-----------|
| BLUE BOX | 6/25/2013 | 4,357,847 |
|----------|-----------|-----------|

| | | |
|----------|-----------|-----------|
| BLUE BOX | 6/25/2013 | 4,357,846 |
|----------|-----------|-----------|

| | | |
|-----------|-----------|-----------|
| BLUE BOX) | 6/25/2013 | 4,357,845 |
|-----------|-----------|-----------|



| | | |
|--|----------|-----------|
| | 2/3/2013 | 4,286,826 |
|--|----------|-----------|

| | | |
|----------|-----------|-----------|
| BLUE BOX | 9/29/2009 | 3,689,316 |
|----------|-----------|-----------|

TRADEMARK APPLICATIONS

Mark Application Date Application No.

MASK WORKS AND MASK WORK REGISTRATION APPLICATIONS

Description Registration Date Registration No.

DOMAIN NAMES

Description

| | |
|-------------------------|-------------------|
| bluebox.net | blueboxdev.com |
| railsboxcar.com | blueboxgrid.com |
| bbg-pressbox.com | blueboxgrip.com |
| bbgpressbox.com | blueboxgrp.biz |
| bbgrp.net | blueboxgrp.com |
| bbgsupport.com | blueboxgrp.info |
| blue-box-group.com | blueboxgrp.net |
| bluebox-placeholder.com | blueboxgrp.org |
| blueboxapi.com | blueboxtrp.us |
| blueboxcdn.com | blueboxstatus.com |
| blueboxcode.com | boxpanel.com |

customer.bluebox.net

customer.blueboxgrp.com

dev.blueboxgrid.com

orangecable.com

LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS
(other than non-exclusive licenses to end-users)

SCHEDULE B
COMPANY PROFILE

1. **Name.** The legal name of Company is and the address of its chief executive office is:

Blue Box Group, Inc.
119 Pine Street, Suite 200
Seattle, Washington 98101

2. **Organizational Identification Number; Federal Employer Identification Number.** The Company's organizational identification number in its state of incorporation is 5222271 and the Company's federal employer identification number is 46-1246226.

3. **State of Incorporation; Prior Names.** The Company was originally incorporated in Washington State on January 24, 2005. Blue Box Group, Inc. (DE) was incorporated on October 12, 2012 in the state of Delaware. Blue Box Group LLC (WA) merged into Blue Box Group, Inc. (DE) on January 28, 2013, completing the Company's reincorporation into the state of Delaware. The surviving entity's name is Blue Box Group, Inc. Since its incorporation Company has had the following legal names (other than its current legal name):

| <u>Prior Name</u> | <u>Date Company's Name Was Changed From Such Name</u> |
|-------------------|---|
|-------------------|---|

None

4. Company does business under the following trade names: No trade names, fictitious names, "doing business as" names other than "Blue Box Group, Inc." are registered.

| <u>Trade Name</u> | <u>Is This Name Registered?</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------------|---------------------------------|-------------------------|--------------------------|
|-------------------|---------------------------------|-------------------------|--------------------------|

5. **Place of Business.** Company has the following places of business:

| <u>Address</u> | <u>Owner of Location</u> | <u>Brief Description of Assets and Value</u> |
|---|--------------------------|--|
| 119 Pine Street Suite 200 Seattle, Washington 98101 | Doyle Group LLC | |

25 Taylor Street
San Francisco, California 94102

WeWork

6. **Assets in Possession of Third Parties.** The following are names and addresses of all persons or entities other than Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment:

| <u>Name</u> | <u>Mailing Address</u> | <u>County</u> | <u>State</u> |
|------------------|---|---------------|--------------|
| Latisys | 21635 Red Rum Drive Suite 100 Ashburn, Virginia 20147 | Loudoun | Virginia |
| Equinix SEA03 | 2020 Fifth Avenue Seattle, Washington 98121 | King | Washington |
| Equinix ZRH01 | Hardstrasse 235 CH 8005 Zurich Switzerland | | Switzerland |

7. **Qualification To Do Business.** Company is qualified to do business in the following states:

Washington, Oregon, California, Virginia, Tennessee and New York.

8. **Existing Security Interests.** Company's assets are subject to the following security interest of Persons other than the Collateral Agent:

| <u>Assets</u> | <u>Name of Investor</u> |
|---------------|-------------------------|
|---------------|-------------------------|

All Collateral listed in the Loan and Security Agreement with Silicon Valley Bank dated February 28, 2013.

All Intellectual Property Collateral listed in the IP Security Agreement with Silicon Valley Bank dated on or about the date hereof.

Computer Equipment listed in the Master Lease Agreement between the Company and Dell, dated December 4, 2012.

Computer Equipment listed in the Lease Agreement between the Company and U.S. Bancorp Business Equipment Finance Group dated January 20, 2011.

Computer Equipment listed in Note and Security Agreement between the Company and Bank of America dated December 20, 2010.

Computer Equipment listed in Master Lease Agreement between the Company and Bank of America

dated March 16, 2011 and Schedules dated March 16, 2011, April 13, 2011 and May 9, 2011 thereto.

9. **Tax Assessments.** The following tax assessments are currently outstanding and unpaid:

| <u>Assessing Authority</u> | <u>Amount and Description</u> |
|----------------------------|-------------------------------|
| None | |

10. **Guaranties.** Company has directly or indirectly guaranteed the following obligations of third parties:

| <u>Investor</u> | <u>Amount</u> | <u>Company</u> |
|-----------------|---------------|----------------|
| None | | |

11. **Subsidiaries.** Company has the following subsidiaries (list jurisdiction and date of incorporation, federal employer identification number, type and value of assets):

None

12. **Securities; Instruments.** The following is a complete list of all stocks, bonds, debentures, notes and other securities and Investment Property owned by Company (*provide name of issuer, whether certificated or uncertificated, certificate no. (if applicable), number of shares*):

None

13. **Bank Accounts; Securities Accounts:** The following is a complete list of all bank accounts and securities accounts maintained by Company (*provide name and address of depository bank (or brokerage firm), type of account and account number*):

Silicon Valley Bank
Checking/Operating Account
Number: 3300899643