

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPXI-Adready Acquisition, LLC		09/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	535 Fifth Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85538420	COLLECTIVE INSIGHTS	
Registration Number:	3408909	ADREADY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2023704761		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F147766		
NAME OF SUBMITTER:	Laura A. Kenerson		

OP \$65.00 85538420

Signature:	/Laura A. Kenerson/
Date:	12/23/2013
Total Attachments: 8 source=TM#page2.tif source=TM#page3.tif source=TM#page4.tif source=TM#page5.tif source=TM#page6.tif source=TM#page7.tif source=TM#page8.tif source=TM#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 25, 2013 by and between **SILICON VALLEY BANK** (“**Bank**”) and **CPXI-ADREADY ACQUISITION, LLC** (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to, among others, Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and, among others, Grantor dated as August 19, 2013 ( as amended through the date hereof and as 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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all Copyright, including without limitation those set forth on Exhibit A attached hereto;
2. All Patents, including without limitation those set forth on Exhibit B attached hereto;
3. Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto;
4. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

5. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

6. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

7. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

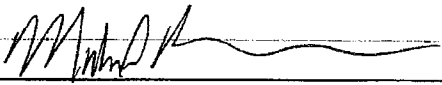
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CPXI- ADREADY ACQUISITION, LLC

c/o CPX Interactive, LLC  
1441 Broadway, 18<sup>th</sup> Floor  
New York, New York 10018  
Attn: Mr. Michael Fleischman  
Fax: (516) 706-7881  
Email: mfleischman@cpxinteractive.com

By:   
Name: Michael Fleischman  
Title: Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

535 Fifth Avenue, 27th Floor  
New York, New York 10017  
Attn: Ms. Claudia Canales  
Fax: (212) 688-5994  
Email: ccanales@svb.com

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

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:

CPXI- ADREADY ACQUISITION, LLC

c/o CPX Interactive, LLC  
1441 Broadway, 18<sup>th</sup> Floor  
New York, New York 10018  
Attn: Mr. Michael Fleischman  
Fax: (516) 706-7881  
Email: mfleischman@cpxinteractive.com

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

BANK:

Address of Bank:

SILICON VALLEY BANK

535 Fifth Avenue, 27th Floor  
New York, New York 10017  
Attn: Ms. Claudia Canales  
Fax: (212) 688-5994  
Email: ccanales@svb.com

By: Claudia Canales  
Name: Claudia Canales  
Title: VP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patent/Application Number	Status	Date of Application
Application: 12/040,584	Pending	02/29/2008



EXHIBIT C

Trademarks

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
85538420		COLLECTIVE INSIGHTS
77270869	3408909	ADREADY

EXHIBIT D

Mask Works

None.