

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
GENESISMEDIA LLC		02/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85346389	ADGENESIS
Serial Number:	77965506	ADGENESIS DIGITAL
Serial Number:	85426569	BEEZAG
Serial Number:	85189940	BEEZAG
Serial Number:	85694350	GENESIS MEDIA
Serial Number:	85694347	GENESISMEDIA
Serial Number:	85017791	ME-COMMERCE

CORRESPONDENCE DATA

Fax Number: 6173506878
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-350-6800
 Email: trademarks@gesmer.com

OP \$190.00 85346389

Correspondent Name: Susan M. Mulholland/GESMER UPDEGROVE LLP
Address Line 1: 40 Broad Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: BRIDGE BANK-GENESISMEDIA

NAME OF SUBMITTER: Susan M. Mulholland

Signature: /sm mulholland/

Date: 02/06/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(GenesisMedia LLC)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January __, 2014 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and GENESISMEDIA LLC ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date herein (the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

All of the Lender's rights, powers and remedies set forth in the Loan Agreement are incorporated herein by reference. The rights of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for in the Loan Agreement, and herein by incorporated reference, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

(Remainder of the page is blank. A signature appears on the following page.)

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

GRANTOR:

GENESISMEDIA LLC

By: 
Name: Marck Yackajich
Title: Chief Executive Officer

LENDER:

BRIDGE BANK, NATIONAL
ASSOCIATION

By: _____
Name: Charles A. Wehr
Title: Relationship Manager

Address for Notices:

Attn: Toby Dingemans
71 West 23rd Street, Suite 903
New York, New York 10010
Tel: (646) 350-4418
Fax: (928) 569-3499

Address for Notices:

Attn: Michael Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

and

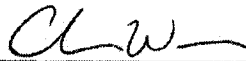
Attn: Charles A. Wehr
260 Franklin Street, Suite 1540
Boston, Massachusetts 02109
Tel: (617) 995-1312

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

GRANTOR:
GENESISMEDIA LLC

LENDER:
BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: Marek Yackanich
Title: Chief Executive Officer

By:  _____
Name: Charles A. Wehr
Title: Relationship Manager

Address for Notices:
Attn: Toby Dingemans
71 West 23rd Street, Suite 903
New York, New York 10010
Tel: (646) 350-4418
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Address for Notices:
Attn: Michael Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

and

Attn: Charles A. Wehr
260 Franklin Street, Suite 1540
Boston, Massachusetts 02109
Tel: (617) 995-1312

Exhibit A
COPYRIGHTS

None.

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**EXHIBIT B
TRADEMARKS**

<u>Mark:</u>	<u>Jurisdiction</u>	<u>U.S. Serial No.:</u>	<u>U.S. Reg. No.</u>	<u>App. Date:</u>	<u>Reg. Date</u>	<u>Status</u>
ADGENESIS	US	85/346389	4,101,771	06/15/2011	02/21/2012	Reg.
ADGENESIS DIGITAL	US	77/965506	3,949,078	03/22/2010	04/19/2011	Reg.
BEEZAG	US	85/426569	4,142,305	09/20/2011	05/15/2012	Reg.
bæezag BEEZAG (STYLIZED)	US	85/189940	4,109,901	12/03/2010	03/06/2012	Reg.
GENESIS MEDIA	US	85/694350		08/03/2012		Non-final action issued 12/24/2013; likelihood of confusion based on registration for MEDIA GENESIS
GENESISMEDIA	US	85/694347		08/03/2012		Suspended based on prior pending applications for MEDIA GENESIS;
ME-COMMERCE	US	85/017791	4,179,892	04/20/2010	07/24/2012	Reg.

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EXHIBIT C
PATENTS and PATENT APPLICATIONS
PATENTS

<u>Title:</u>	<u>Patent No.:</u>	<u>Appl. Serial No.:</u>	<u>Publication No.:</u>	<u>App. Date</u>	<u>Issue Date:</u>	<u>Notes:</u>
View Confirmation for On-Demand Multimedia Content	8484563	12/822,526	20100333129	06/24/2010	07/09/2013	
Virtual Community for Incentivized Viewing of Multimedia Content	8499241	12/829,636	20100325646	07/02/2010	07/30/2013	
Multimedia Content for Viewing Confirmation	8561097	12/485955	20100058376	06/17/2009	10/15/2013	
View Confirmation Using a Challenge	8589794	13/216256	20110307306	08/24/2011	11/19/2013	
Multimedia Content Viewing Confirmation	8607143	12/544233	20100325544	08/20/2009	12/10/2013	
Selective Distribution of Rewards		13/209381	20120047008	08/13/2011		Received Office Action from USPTO on 12/11/13. Response due by April 11, 2014
Multimedia Content Viewing Confirmation		13/900560	20130254791	05/23/2013		Awaiting Examination
Virtual Community for Incentivized Viewing of Multimedia Content		13/940266	20130304549	07/12/2013		Received office action 10/3/2013. Response due by 4/3/14
Targeting Multimedia Content Based on Authenticity of Marketing Data		12/844177	20110029365	07/27/2010		Filed response to office action on 10/25/2013
Networked Profiling And Multimedia Content Targeting System		13/425982	20130080242	03/21/2012		Awaiting examination

Unlocking of Locked Multimedia Content		61/721,627		11/02/2012		Expired. Filed Non Provisional 11/1/13
Controlled Grant of Access to Multimedia Content		12/069,810		11/1/2013		Awaiting examination
Multimedia Content Viewing Confirmation		PCT/IB2009/006 696	WO2010/026462	08/31/2009		Entered National Phase in China, European Union and Canada
View Confirmation for On-Demand Multimedia Content		PCT/US2010/039 883	WO2010/151715	06/25/2010		Entered National Phase in European Union
Virtual Community for Incentivized Viewing of Multimedia Content		PCT/US2010/040 999	WO2011/003111	07/03/2010		Expired
Targeting Multimedia Content Based on Authenticity of Marketing Data		PCT/US2010/043 454	WO2011/017135	07/28/2010		Expired
Controlled Grant of Access to Multimedia Content		PCT/US13/68179		11/2/2013		Awaiting examination
Multimedia Content Viewing Confirmation		Australia 2009235991		11/03/2009		Pending application by Beezag, Inc. – no evidence of assignment to GenesisMedia, LLC
Multimedia Content Viewing Confirmation		China 200980144053.8 Publication #CN 102232223A PCT/IB2009/006 696		05/04/2011		Pending application by Beezag, Inc. – no evidence of assignment to GenesisMedia, LLC

Multimedia Content Viewing Confirmation		European Union 09811169.3 PCT/IB2009/006 696		08/31/2009		Published application by Beezag, Inc. – no evidence of assignment to GenesisMedia, LLC
View Confirmation for On-demand Multimedia Content		European Union 10792695.8 PCT/US10/39883		05/02/2012		Published application by Beezag, Inc. – no evidence of assignment to GenesisMedia, LLC
Multimedia Content Viewing Confirmation		South Africa PCT/IB2009/006 696		09/04/2008	05/25/2011	Issued to Beezag, Inc. – no evidence of assignment to GenesisMedia, LLC

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