

## 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
PCUC ACQUISITION, LLC		01/31/2014	LIMITED LIABILITY COMPANY: Texas
RECEIVING PARTY DATA			
Name:	PETRA GROWTH FUND III, L.P.		
Street Address:	3825 Bedford Ave., Suite 101		
Internal Address:	Attn: Rob Smith		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: [REDACTED] Delaware		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3957439	PREFERENCECENTRAL	
Registration Number:	3394564	UNSUBCENTRAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-4565		
Email:	aedge@sherrardroe.com		
Correspondent Name:	Sherrard & Roe, PLC		
Address Line 1:	150 3rd Avenue S, Suite 1100		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	3465-63		
NAME OF SUBMITTER:	Rob Smith		

OP \$65.00 3957439

Signature:	/Rob Smith/
Date:	02/03/2014
<p>Total Attachments: 7</p> <p>source=Trademark#page1.tif</p> <p>source=Trademark#page2.tif</p> <p>source=Trademark#page3.tif</p> <p>source=Trademark#page4.tif</p> <p>source=Trademark#page5.tif</p> <p>source=Trademark#page6.tif</p> <p>source=Trademark#page7.tif</p>	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

PCUC ACQUISITION, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 31, 2014

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: PETRA GROWTH FUND III, L.P.

Street Address: 3825 Bedford Avenue, Suite 101

City: Nashville

State: TN

Country: US Zip: 37215

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☒ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3957439

3394564

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PREFERENCECENTRAL  
UNSUBCENTRAL

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sherrard & Roe, PLC

Internal Address: Attn: Mike Roberts

Street Address: 150 3rd Avenue South, Suite 1100

City: Nashville

State: TN Zip: 37201

Phone Number: 615-742-4200

Docket Number: \_\_\_\_\_

Email Address: mroberts@sherrardroe.com

### 6. Total number of applications and registrations involved:

2

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

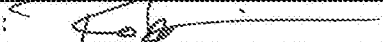
- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Rob Smith

Name of Person Signing

2/3/14

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

## TRADEMARK AND PATENT SECURITY AGREEMENT

This TRADEMARK AND PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of January 31, 2014, is made by PCUC ACQUISITION, LLC, a Texas limited liability company (the "**Grantor**"), in favor of PETRA GROWTH FUND III, L.P., a Delaware limited partnership (the "**Lender**").

### Recitals:

The Grantor has entered into a Loan and Security Agreement dated the same date as this Agreement (as amended from time to time, the "**Loan Agreement**") with the Lender. Under the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Lender as follows:

1. Grant of Security.

(a) Patents. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**");

(i) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(b) Trademarks. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**");

(i) the trademarks and trademark applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Trademarks**");

(ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral and the Patent Collateral are as provided by the Loan Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this

Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PCUC ACQUISITION, LLC, a  
Texas limited liability company

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

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

AGREED TO AND ACCEPTED:

PETRA GROWTH FUND III, L.P., a  
Delaware limited partnership

By: Petra Partners III, LLC, its  
general partner

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

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

**SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

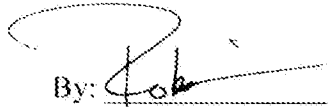
PCUC ACQUISITION, LLC, a  
Texas limited liability company

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

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

AGREED TO AND ACCEPTED:

PETRA GROWTH FUND III, L.P., a  
Delaware limited partnership  
By: Petra Partners III, LLC, its  
general partner

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

Title: Managing Member



## SCHEDULE 1

### Patent Application

<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Application Date</b>	<b>Title</b>	<b>Inventors</b>
U.S.	13/154024	6/6/2011	Method and System for Allowing Consumers to Set Advertising Preferences Across Multiple Online Advertising Networks and Devices	Araujo, Alex Katz, Jeffrey

### Trademark Registration

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Registration Date</b>
PREFERENCECENTRAL	U.S.	3957439	85/124327	5/10/2011
UNSUBCENTRAL	U.S.	3394564	77/225629	3/11/2008