

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
Q1MEDIA, INC.		02/20/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Partners for Growth IV, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	86145968	Q1MEDIA
Serial Number:	86145997	ADEXCITE
Serial Number:	86146012	HYDRA PLATFORM
Serial Number:	86145982	VSLIDER
Serial Number:	86146048	ADEXCITE VIDEO

CORRESPONDENCE DATA	
Fax Number:	4157385371
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4153813283
Email:	ben@greenspan-law.com
Correspondent Name:	Benjamin Greenspan
Address Line 1:	620 Laguna Road
Address Line 4:	MILL VALLEY, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG4-Q1MEDIA
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OP \$140.00 86145968

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	03/04/2014
Total Attachments: 3 source=Q1Media PFG Trademark USPTO NOtice#page1.tif source=Q1Media PFG Trademark USPTO NOtice#page2.tif source=Q1Media PFG Trademark USPTO NOtice#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 20, 2014 ("Trademark Agreement"), is between Q1Media, Inc, a Delaware corporation with its principal place of business at 11401 Century Oaks Terrace, Suite 470, Austin, TX 78758 ("Assignor") and Partners for Growth IV, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Q1Media, Inc

By 

Chief Executive Officer

By 

Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

**Title: Manager, Partners for Growth IV, LLC
Its General Partner**

EXHIBIT 1
Q1Media, Inc

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
Ser. No. 86145968	Filed 12/17/13	Q1Media	Q1Media, Inc.
Ser. No. 86145997	Filed 12/17/13	AdExcite	Q1Media, Inc.
Ser. No. 86146012	Filed 12/17/13	Hydra Platform	Q1Media, Inc.
Ser. No. 86145982	Filed 12/17/13	vSlider	Q1Media, Inc.
Ser. No. 86146048	Filed 12/17/13	AdExcite Video	Q1Media, Inc.

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WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

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Executed as of the date first above written.

Assignor:

Q1Media, Inc

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By Jason Gengats

Name: Jason Gengats

**Title: Manager, Partners for Growth IV, LLC
Its General Partner**