

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHARETHIS, INC.		03/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4475837	SHAREBLOCK	
Registration Number:	4363544	SHARENOW	
Registration Number:	4437116	SOCIAL QUALITY INDEX	
Registration Number:	4471435	SQI	
Registration Number:	3820183	SHAREBOX	
Registration Number:	3641760	<	
Registration Number:	3727419	GET THE BUTTON	
Registration Number:	4143216	SHARE	
Registration Number:	3641766	SHARETHIS <	
Registration Number:	3432313	SHARETHIS	
Serial Number:	85329126	SHAREMAX	
Registration Number:	4117712	APPDROP	
Registration Number:	4243023	INTEREST SHIELD	
Registration Number:	4124151	BLUAVA	
Registration Number:	4311662	SMARTALERTS	
Serial Number:	85927885	SNAPSETS	
Serial Number:	85927874	SNAPSETS	
Serial Number:	85927864	SNAPSETS	
Serial Number:	85927840	SNAPSETS	
Serial Number:	85927890	SNAPSETS	
TRADEMARK			

CH \$615.00 4475837

Property Type	Number	Word Mark
Serial Number:	86078221	SOCIALIZE
Serial Number:	86078254	SOCIALIZE
Serial Number:	86078246	SOCIALIZE
Serial Number:	86078268	SOCIALIZE

CORRESPONDENCE DATA

Fax Number: 4048853900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4048853770

Email: andrew.regan@troutmansanders.com

Correspondent Name: ANDREW REGAN PHD

Address Line 1: 600 Peachtree St NE

Address Line 2: #5200

Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001557
NAME OF SUBMITTER:	ANDREW REGAN PHD
SIGNATURE:	/ANDREW REGAN 66970/
DATE SIGNED:	03/10/2014

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of the Effective Date by and between SILICON VALLEY BANK, a California corporation ("**Bank**") and SHARETHIS, INC., a Delaware corporation ("**Grantor**").

EXECUTED MARCH 4, 2014

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified, supplemented, or restated 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

1. Grant of Security Interest. 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:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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**”);

(g) 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;

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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 Bank with respect to the Intellectual Property 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

SHARETHIS, INC.

By: Kurt Abrahamson
Name: Kurt Abrahamson (Feb 28, 2014)
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

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:

SHARETHIS, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By:  _____
Name: Mike Meier
Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration (<i>Application</i>) <u>Number</u>	Registration (<i>Application</i>) <u>Date</u>

Unregistered Copyrights: Use of ShareThis.com and/or SnapSets.com, including any content, functionality, and services offered on or through ShareThis.com, SnapSets.com, and/or SnapSets.ShareThis.com, code, applications, graphics (including icons), tools, analytics, widgets, plug-ins and proprietary methods and systems are provided under a royalty free license to users.

EXHIBIT B

Patents

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
System And Method For Facilitating Network Connectivity Based On User Characteristics	US	8095408 (11664710)	January 10, 2012 (April 4, 2007)
System And Method For Facilitating Network Connectivity Based On User Characteristics	US	(13346646)	(January 9, 2012)
Method And System For Categorizing Users Browsing Web Content	US	(13709421)	(December 10, 2012)
Method And System For Measuring Social Influence And Receptivity of Users	US	(13687692)	(November 28, 2012)
Method And System For Online Campaign Optimization	US	(13647638)	(November 09, 2012)
Method For Audience Profiling And Audience Analytics	US	(13661905)	(October 26, 2012)
Social Quality Of Content	US	(13547812)	(July 12, 2012)
Construction Of Social Structures	US	(13432055)	(March 26, 2012)
Targeted Advertisement	US	(12930477)	(January 7, 2011)
Systems and Methods for Content Sharing	US	(12048789)	(March 14, 2008)

EXHIBIT C

Trademarks

<u>Title</u>	<u>Jurisdiction</u>	<u>Registration (Serial) Number</u>	<u>Registration (Filing) Date</u>
SHAREBLOCK (word mark) (Cl. 35)	US	4475837 (85716980)	January 28, 2014 (August 30, 2012)
SHARENOW (word mark) (Cl. 9, 42)	US	4363544 (85659633)	July 9, 2013 (June 22, 2012)
SOCIAL QUALITY INDEX (Cl. 35)	US	4437116 (85544270)	November 19, 2013 (February 16, 2012)
SQI (Cl. 35)	US	4471435 (85544295)	January 21, 2014 (February 16, 2012)
SHAREBOX (Cl. 42)	US	3820183 (77622474)	July 20, 2010 (November 26, 2008)
Button Design/Logo (Cl. 9, 42)	US	3641760 (77290588)	June 23, 2009 (September 27, 2007)
GET THE BUTTON (Cl. 9, 42)	US	3727419 (77621850)	December 22, 2009 (November 25, 2008)
SHARE (word, Cl. 9) (Secured through Opposition--license in place as of 12/15/11)	US	4143216 (85005428)	May 15, 2012 (April 2, 2010)
SHARETHIS (logo & words) (Cl. 9, 42)	US	3641766 (77295031)	June 23, 2009 (October 3, 2007)
SHARETHIS (word mark) (Cl. 9,42)	US	3432313 (77147275)	May 20, 2008 (April 3, 2007)
SHAREMAX	US	(85329126)	(May 24, 2011)
APPDROP	US	4117712 (85346737)	March 27, 2012 (June 15, 2011)
INTERESTSHIELD	US	4243023 (85383664)	November 13, 2012 (July 28, 2011)
BLUAVA	US	4124151 (85247198)	April 10, 2012 (February 21, 2011)
SMART ALERTS	US	4311662 (85532510)	April 2, 2013 (February 2, 2012)

SHARETHIS (logo) (Cl. 42)	Mexico	1071213 (923225)	
SHARETHIS (stylized & logo) (Cl. 42)	China	6632645	
SHARETHIS (logo) (Cl. 9)	Mexico	1071212 (923224)	
SHARETHIS (stylized & logo) (Cl. 9)	Mexico	1079635 (924678)	
SHARETHIS (stylized & logo) (Cl. 9)	China	6622406	
SHARETHIS (logo) (Cl. 9, 42)	Japan	5232570	
SHARETHIS (stylized & logo) (Cl. 9, 42)	Japan	5232571	
SHARETHIS (logo) (Cl. 9, 42)	India	1669781	
SHARETHIS (stylized & logo) (Cl. 9, 42)	India	1671223	
SQI (Cl. 35)	EC	010681625 (010681625)	July 30, 2012 (February 28, 2012)
PUT SHARING TO WORK (word mark) (Cl. 35)	EC	011028123 (011028123)	(July 10, 2012)
SOCIAL QUALITY INDEX (Cl. 35)	EC	010681666 (010681666)	July 30, 2012 (February 28, 2012)
SHARETHIS (stylized & logo) (Cl. 09, 38)	EC	006790687 (006790687)	March 16, 2009 (March 31, 2008)
SHARETHIS (logo) (Cl. 09, 38)	EC	006778881 (006778881)	May 16, 2009 (March 25, 2008)
SHARETHIS (stylized & logo) (Cl. 9)	Mexico	1079635 (924678)	
SHARETHIS (logo) (Cl. 9)	China	6632644	
SHARETHIS (stylized & logo) (Cl. 42)	Mexico	1081466 (924679)	

SHARETHIS (logo) (Cl. 42)	China	6622407	
SHARETHIS (logo) (Cl. 9, 42) (LESS THAN DESIGN)	Canada	TMA760891 (1388909)	March 04, 2010 (March 26, 2008)
SHARETHIS (stylized & logo) (Cl. 9, 42)	Canada	TMA757960 (1389225)	January 27, 2010 (March 28, 2008)
SHARETHIS (logo) (Cl. 9)	Brazil	829654500	
SHARETHIS (logo) (Cl. 42)	Brazil	829654585	
SHARETHIS (stylized & logo) (Cl. 42)	Brazil	(829657908)	
SHARETHIS (stylized & logo) (Cl. 9)	Brazil	(829657916)	
SHARETHIS (logo) Australia (Cl. 9, 42)	Australia	1231945	
SHARETHIS (stylized & logo) Australia (Cl. 9, 42)	Australia	1232594	
ShareThis (Words & Design) (Argentina, Cl. 9)	Argentina	2.333.297	
ShareThis (Words & Design) (Argentina, Cl. 42)	Argentina	2.391.556	
ShareThis Logo Design (Argentina, Cl. 9)	Argentina	2.298.702	
ShareThis Logo Design (Argentina, CL. 42)	Argentina	2.298.703	
APPDROP (Cl. 38)	US	4117712 (85346737)	March 27, 2012 (June 15, 2011)
INTEREST SHIELD (Cl. 9)	US	4243023 (85383664)	November 13, 2012 (July 28, 2011)
BLUAVA (Cl. 30)	US	4124151 (85247198)	April 10, 2012 (February 21, 2011)
SMART ALERTS (Cl. 38)	US	4311662 (85532510)	February 2, 2012 (April 2, 2013)

SNAPSETS (word mark) (Cl. 42)	US	(85927885)	(May 9, 2013)
SNAPSETS (word mark) (Cl. 38)	US	(85927874)	(May 9, 2013)
SNAPSETS (word mark) (Cl. 35)	US	(85927864)	(May 9, 2013)
SNAPSETS (word mark) (Cl. 09)	US	(85927840)	(May 9, 2013)
SNAPSETS (word mark) (Cl. 45)	US	(85927890)	(May 9, 2013)
SNAPSETS (word mark) (Cl. 9, 35, 38, 42, 45)	Canada	(1645888)	(October 01, 2013)
SOCIALIZE (word mark) (Cl. 9, 35, 42)	EC	(12204137)	(October 08, 2013)
SOCIALIZE (word mark) (Cl. 9)	US	(86078221)	(September 30, 2013)
SOCIALIZE (word mark) (Cl. 42)	US	(86078254)	(September 30, 2013)
SOCIALIZE (word mark) (Cl. 35)	US	(86078246)	(September 30, 2013)
SOCIALIZE (word mark) (Cl. 45)	US	(86078268)	(September 30, 2013)
SHARENOW	EC	(11028511)	(July 10, 2012)

EXHIBIT D

Mask Works

<u>Description</u>	Registration (<i>Application</i>) <u>Number</u>	Registration (<i>Application</i>) <u>Date</u>
NONE		

Active 21751603v4 220763.001557