

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Operative Media, Inc.		03/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF Fund IV Limited Partnership		
Street Address:	333 Bay Street, Suite 1620		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: MANITOBA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3339893	OPERATIVE	
Registration Number:	3333441	OPERATIVEDASHBOARD	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009260-0028		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	03/12/2014		
Total Attachments: 5			
source=16 - Trademark Security Agreement (Operative)#page1.tif			
source=16 - Trademark Security Agreement (Operative)#page2.tif			
source=16 - Trademark Security Agreement (Operative)#page3.tif			
source=16 - Trademark Security Agreement (Operative)#page4.tif			
source=16 - Trademark Security Agreement (Operative)#page5.tif			
TRADEMARK			

OP \$65.00 3339893

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of March 4, 2014, by and between OPERATIVE MEDIA, INC., a corporation duly organized and validly existing under the laws of Delaware (“Grantor”), and WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV) (“Secured Party”).

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the “Loan Agreement”) by and between Grantor and Secured Party, Secured Party has agreed, subject to the terms and conditions set forth therein, to make revolving loans, a term loan and provide other financial accommodations to Grantor (collectively, the “Loan”). Under the Loan Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to enter into the Loan Agreement and make the Loan to Grantor pursuant thereto, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the prompt performance of the Secured Obligations, the Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all of the following (the “Trademark Collateral”):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”);

(b) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Termination. Upon (a) the disposition of Trademark Collateral in accordance with the Loan Agreement or (b) the full and final discharge of the Secured Obligations and the termination of Secured Party's obligations under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such disposition or termination, Secured Party will, at Grantor's sole expense, deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by Secured Party hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 5. Financing Document. This Agreement is a Financing Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts and by electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


SECTION 7. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York without giving effect to conflicts of law principles thereof.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

OPERATIVE MEDIA, INC.

By: 
Name: _____
Title:

[Signature Page to Trademark Security Agreement (Operative)]

TRADEMARK
REEL: 005236 FRAME: 0349

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

WF FUND IV LIMITED PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND IV

By: CH
Name: *Craig Hetherfield*
Title: *Partner*

SCHEDULE I

Item A.

Registered Trademarks and Trademark Applications:

<u>Trademark:</u>	<u>Application / Registration No.:</u>	<u>Registration Date:</u>	<u>Country:</u>
OPERATIVE	3339893	11/20/2007	U.S.
OPERATIVEDASHBOARD	3333441	11/13/2007	U.S.

Item B.

Trademark Licenses:

None