

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298609

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
SOCIALIZE, INC.		03/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH STREET FINANCE CORP., AS AGENT		
Street Address:	10 BANK STREET		
Internal Address:	12TH FLOOR		
City:	WHITE PLAINS		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
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	
TRADEMARK			

CH \$515.00 4475837

Property Type	Number	Word Mark
Serial Number:	85927840	SNAPSETS
Serial Number:	85927890	SNAPSETS

CORRESPONDENCE DATA

Fax Number: 7145469035

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

Phone: 714-641-5100

Email: fsanders@rutan.com

Correspondent Name: RUTAN & TUCKER, LLP

Address Line 1: 611 ANTON BLVD., SUITE 1400

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969-0160
NAME OF SUBMITTER:	HANI Z. SAYED
SIGNATURE:	/HANI Z. SAYED/
DATE SIGNED:	03/19/2014

Total Attachments: 7

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of March 4, 2014, among SHARETHIS, INC., a Delaware corporation (the "Lead Borrower") and SOCIALIZE, INC., a Delaware corporation (jointly and severally, individually and collectively with Lead Borrower, "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Agent for itself and for certain other Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, "Agent").

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Loan and Security Agreement referenced herein) including those listed on Schedule A hereto;

WHEREAS, the Assignor, Agent, and certain other Lenders are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Loan and Security Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other

involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Loan and Security Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security 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 of any conflict between the terms of this Trademark Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

4. Termination. On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

5. Subordination Agreement. The Agent acknowledges and agrees that, so long as the Obligations (as defined in the Senior Loan Agreement) are outstanding, the lien and security interest granted to the Agent by this Trademark Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the terms of the Subordination Agreement.

Signature Pages to Follow

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

"ASSIGNOR"

SHARETHIS, INC.,
a Delaware corporation

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

SOCIALIZE, INC.,
a Delaware corporation
By: Matthew S. Callahan
Name: Matthew S. Callahan
Title: CEO

Signature Page to Follow

"AGENT"

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: Ivelin M. Dimitrov
Ivelin M. Dimitrov, Chief Investment Officer

SCHEDULE A

Trademarks and Trademark Applications

<u>Title</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Serial Number</u>	<u>Registration Number</u>
SHAREBLOCK (word mark) (Cl. 35)	US	Registered	85716980	4475837
SHARENOW (word mark) (Cl. 9, 42)	US	Registered	85659633	4363544
SOCIAL QUALITY INDEX (Cl. 35)	US	Registered	85544270	4437116
SQI (Cl. 35)	US	Registered	85544295	4471435
SHAREBOX (Cl. 42)	US	Registered	77622474	3820183
Button Design/Logo (Cl. 9, 42)	US	Registered	77290588	3641760
GET THE BUTTON (Cl. 9, 42)	US	Registered	77621850	3727419
SHARE (word, Cl. 9) (Secured through Opposition--license in place as of 12/15/11)	US	Registered	85005428	4143216
SHARETHIS (logo & words) (Cl. 9, 42)	US	Registered	77295031	3641766
SHARETHIS (word mark) (Cl. 9,42)	US	Registered	77147275	3432313
SHAREMAX	US	Under license but no use/registration yet	85329126	N/A
APPDROP (Cl. 38)	US	Registered	85346737	4117712
INTEREST SHIELD (Cl. 9)	US	Registered	85383664	4243023
BLUAVA (Cl. 30)	US	Registered	85247198	4124151
SMART ALERTS (Cl. 38)	US	Registered	85532510	4311662
SHARETHIS (logo) (Cl. 42)	Mexico	Registered	923225	1071213
SHARETHIS (logo) (Cl. 9)	Mexico	Registered	923224	1071212
SHARETHIS (stylized & logo) (Cl. 9)	Mexico	Registered	924678	1079635
SHARETHIS (stylized & logo) (Cl. 42)	Mexico	Registered	924679	1081466
SHARETHIS (stylized & logo) (Cl. 42)	China	Registered	N/A	6632645
SHARETHIS (stylized & logo) (Cl. 9)	China	Registered	N/A	6622406
SHARETHIS (logo) (Cl. 9)	China	Registered	N/A	6632644
SHARETHIS (logo) (Cl. 42)	China	Registered	N/A	6622407
SHARETHIS (logo) (Cl. 9, 42)	Japan	Registered	N/A	5232570
SHARETHIS (stylized & logo) (Cl. 9, 42)	Japan	Registered	N/A	5232571
SHARETHIS (logo) (Cl. 9, 42)	India	Registered	N/A	1669781
SHARETHIS (stylized & logo) (Cl. 9, 42)	India	Registered	N/A	1671223
SQI (Cl. 35)	CTM (European Union)	Registered	010681625	010681625
PUT SHARING TO WORK (word mark) (Cl. 35)	CTM (European Union)	Registered	011028123	011028123
SOCIAL QUALITY INDEX (Cl. 35)	CTM (European Union)	Registered	010681666	010681666
SHARETHIS (stylized & logo) (Cl. 09, 38)	CTM (European Union)	Registered	006790687	006790687

SHARETHIS (logo) (Cl. 09, 38)	CTM (European Union)	Registered	006778881	006778881
SHARETHIS (logo) (Cl. 9, 42)	Canada	Registered	1388909	TMA760891
SHARETHIS (stylized & logo) (Cl. 9, 42)	Canada	Registered	1389225	TMA757960
SHARETHIS (logo) (Cl. 9)	Brazil	In Prosecution	829654500	
SHARETHIS (logo) (Cl. 42)	Brazil	Registration Fee Paid: Registration to Issue	829654585	
SHARETHIS (stylized & logo) (Cl. 42)	Brazil	Registration in Process	829657908	
SHARETHIS (stylized & logo) (Cl. 9)	Brazil	In Prosecution	829657916	
SHARETHIS (logo) Australia (Cl. 9, 42)	Australia	Registered	N/A	1231945
SHARETHIS (stylized & logo) Australia (Cl. 9, 42)	Australia	Registered	N/A	1232594
ShareThis (Words & Design) (Argentina, Cl. 9)	Argentina	Registered	N/A	2.333.297
ShareThis (Words & Design) (Argentina, Cl. 42)	Argentina	Registered	N/A	2.391.556
ShareThis Logo Design (Argentina, Cl. 9)	Argentina	Registered	N/A	2.298.702
ShareThis Logo Design (Argentina, CL. 42)	Argentina	Registered	N/A	2.298.703
SNAPSETS (word mark) (Cl. 42)	US	Notice of Allowance Issued: 1/7/2014	85927885	N/A
SNAPSETS (word mark) (Cl. 38)	US	Notice of Allowance Issued: 12/3/2013	85927874	N/A
SNAPSETS (word mark) (Cl. 35)	US	Notice of Allowance Issued: 12/3/2013	85927864	N/A
SNAPSETS (word mark) (Cl. 09)	US	Notice of Allowance Issued: 1/7/2014	85927840	N/A
SNAPSETS (word mark) (Cl. 45)	US	Notice of Allowance Issued: 1/14/2014	85927890	N/A
SNAPSETS (word mark) (Cl. 9, 35, 38, 42, 45)	Canada	In prosecution	1645888	N/A
SOCIALIZE (word mark) (Cl. 9, 35, 42)	EU	In prosecution	12204137	N/A
SOCIALIZE (word mark) (Cl 9)	US	In prosecution	86078221	N/A
SOCIALIZE (word mark) (Cl. 42)	US	In prosecution	86078254	N/A
SOCIALIZE (word mark) (Cl. 35)	US	In prosecution	86078246	N/A
SOCIALIZE (word mark) (Cl. 45)	US	In prosecution	86078268	N/A