

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dstillery Inc.		03/28/2014	CORPORATION: DELAWARE
ESM Acquisition II, LLC		03/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86021906	DSTILLERY	
Serial Number:	85925711	KREENO	
Registration Number:	4320604	PROSPECTRANK	
Registration Number:	4320603	BRANDSIGNAL	
Registration Number:	4103306	SOCIAL SIGNATURE	
Serial Number:	77791161	SOCIALSENSE	
Serial Number:	77905927	MEDIA6°	
Registration Number:	3671261	SOCIAL TARGETING	
Registration Number:	3700170	SCRM	
Registration Number:	3703244	SOCIAL INSIGHTS	
Registration Number:	3652860	SOCIAL GRAPH TARGETING	
Registration Number:	3652859	SOCIAL AUDIENCE	
Registration Number:	3652858	SOCIAL GRAPH ADVERTISING PLATFORM	
Serial Number:	77602183	MEDIA6°	
Registration Number:	4357800	HOUSTON	
Registration Number:	4357798	EVERYSCREEN	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 86021906

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149183
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NAME OF SUBMITTER:	Lisa A. Cobbett
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SIGNATURE:	/Lisa A. Cobbett/
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DATE SIGNED:	03/31/2014
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 28, 2014 by and between (a) SILICON VALLEY BANK ("Bank") and (b) (i) DISTILLERY INC., a Delaware corporation, and (ii) ESM ACQUISITION II, LLC, a Delaware limited liability company (each and together, jointly and severally, "Grantor").

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 as of April 8, 2009 (as the same may be amended, modified or supplemented 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 to Bank to secure Bank services and other obligations outside of 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 to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Bank to secure Bank services and other obligations outside of 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 of 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

DSTILLERY INC.

By: 

Title: _____

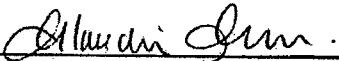
ESM ACQUISITION II, LLC

By: 

Title: _____

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and Systems for Providing Social Networking-based Advertisements	12/118,216	05/09/2008
Social Targeting - Systems and methods for targeting online advertisements using data derived from social networks	12/191,412	8/14/2008
Content Landscape - Privacy-sensitive methods, systems and media for targeting online advertisements using brand affinity modeling	12/700,728	02/05/2010
Inventory Scoring – Methods, systems and media for bid optimization and inventory scoring	13/945,158	7/18/2013
Bid Lock – Methods, systems and media for inhibiting advertising collisions	13/973,405	08/22/2013
Penalty Box - Methods, systems and media for filtering forced traffic from internet data	13/850,099	3/25/2013
Fraud Detection – Methods, systems and media for detecting non-intended traffic using co-visitation networks	13/906,006	05/30/2013
UTS-MV – Automated system for simultaneous multi-task user sampling, data engineering and ensemble learning	14/209,453	3/13/2013
Geo Social Network - PRIVACY-SENSITIVE METHODS, SYSTEMS, AND MEDIA FOR GEO-SOCIAL TARGETING	13/492,569	7/2012
HyperLocal – METHODS, SYSTEMS, AND MEDIA FOR DETERMINING LOCATION INFORMATION FROM REAL-TIME BID REQUESTS	13/830,495	3/2013
Conversion Tracking – SYSTEMS, METHODS, AND MEDIA FOR MOBILE ADVERTISING CONVERSION ATTRIBUTION	14/043,610	10/2012
Systems and Methods for Collecting and Using Mobile Geo-Location Data for Relevant Ad Targeting Trademarks	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DSTILLERY	86/021,906	07/29/2013
KREENO	85/925,711	05/07/2013
PROSPECTRANK	4320604	04/16/2013
BRANDSIGNAL	4320603	04/16/2013
SOCIAL SIGNATURE	4103306	02/21/2012
SOCIALSENSE	77/791,161	07/28/2009
MEDIA6°	77/905,927	01/06/2010
SOCIAL TARGETING	3671261	08/18/2009
SCRM	3700170	10/20/2009
SOCIAL INSIGHTS	3703244	10/27/2009
SOCIAL GRAPH TARGETING	3652860	07/07/2009
SOCIAL AUDIENCE	3652859	07/07/2009
SOCIAL GRAPH ADVERTISING PLATFORM	3652858	07/07/2009
MEDIA6°	77/602,183	10/28/2008
HOUSTON	4357800	06/25/2013
EVERYSCREEN	4357798	06/25/2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date