

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSTILLERY INC.		03/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.		
Street Address:	300 WEST SIXTH STREET		
Internal Address:	SUITE 2300		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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			
Fax Number:	2147581550		
		TRADEMARK	

CH \$415.00 86021906

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

Phone: 214-758-1500
Email: shernandez@pattonboggs.com
Correspondent Name: AARON PICKELL
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 2: PATTON BOGGS LLP
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 023854.0159

NAME OF SUBMITTER: AARON PICKELL

SIGNATURE: /Aaron Pickell/

DATE SIGNED: 03/31/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 28, 2014 by and between ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**"), and DSTILLERY INC., a Delaware corporation ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

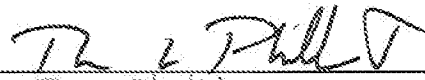
[Signature page follows.]

Address of Borrower:

37 E 18th Street
9th Floor
New York, NY 10003

BORROWER:

DSTILLERY INC.,
a Delaware corporation

By: 
Name: Tom Phillips
Title: President, Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005247 FRAME: 0965

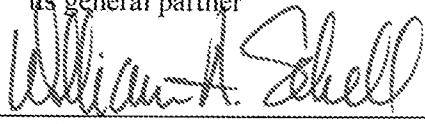
Address of Lender:

300 West Sixth Street
Suite 2300
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 

Name: William A. Schell

Title: Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005247 FRAME: 0966

SCHEDULE A
Copyrights

NONE

SCHEDULE 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

SCHEDULE 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