

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POPSUGAR, INC.		04/02/2014	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: 37			
Property Type	Number	Word Mark	
Serial Number:	86234181	THE BAKERY	
Serial Number:	86218907	POPSUGAR	
Serial Number:	86082622	POPSUGAR ACTIVE	
Serial Number:	86076525	WE SEARCH. WE FIND. WE SHOPSTYLE.	
Serial Number:	85675662	PICT	
Registration Number:	4337868	THE CIRCLE OF MOMS COOKBOOK	
Serial Number:	85738987	THE CIRCLE OF MOMS MONEY SAVER	
Serial Number:	85867134	LINKSTAR	
Serial Number:	85848557	POPSUGAR	
Registration Number:	4456268	FOR THE STYLE OBSESSED	
Registration Number:	4452284	POPSUGAR MUST HAVE BOX	
Registration Number:	4434824	POPSUGAR MUST HAVE	
Registration Number:	4056448	CASASUGAR	
Registration Number:	4059699	SAVVYSUGAR	
Registration Number:	4062808	LILSUGAR	
Registration Number:	4056197	TRÈSSUGAR	
Registration Number:	4155169	POPSUGAR CITY	
Registration Number:	3985044	MYPERFECTSALE	
Registration Number:	3870664	INSANELY ADDICTIVE	
Registration Number:	4000710	POPSUGAR TV	
TRADEMARK			

CH \$940.00 86234181

Property Type	Number	Word Mark
Registration Number:	3548360	FABSUGAR
Registration Number:	3482396	YUMSUGAR
Registration Number:	3469643	GEEKSUGAR
Registration Number:	3482397	PETSUGAR
Registration Number:	3482394	FITSUGAR
Registration Number:	3334918	POPSUGAR
Registration Number:	3761889	SHOPSTYLE
Registration Number:	3482395	GIGGLESUGAR
Registration Number:	4010141	FASHIONOLOGIE
Registration Number:	4035482	CIRCLE OF MOMS
Registration Number:	3847200	CIRCLE OF MOMS
Registration Number:	3847199	CIRCLE OF MOMS
Registration Number:	3839961	CELEBSTYLE
Registration Number:	3749412	ONSUGAR
Registration Number:	3456594	BUZZSUGAR
Registration Number:	3693689	SHOPSENSE
Registration Number:	3591999	BELLASUGAR

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:	220763.001556
NAME OF SUBMITTER:	ANDREW REGAN PHD
SIGNATURE:	/ANDREW REGAN 66970/
DATE SIGNED:	04/02/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into this 4th day of April, 2014, by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and POPSUGAR INC., a Delaware corporation (“**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 February 25, 2014 (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).

B. Pursuant to the terms of that certain First Amendment to Amended and Restated Loan and Security Agreement of even date herewith (the “**First Amendment**”), by and between Bank and Grantor, 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

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.

BANK

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

GRANTOR

POPSUGAR INC.

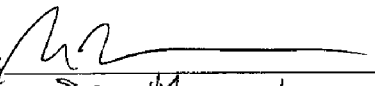
By:  _____
Name: Sean Macneil
Title: CFO

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u> <u>(Filing Date)</u>	<u>Registration Number</u> <u>(Registration Date)</u>
THE BAKERY	86234181 (March 27, 2014)	Pending
POPSUGAR	86218907 (March 12, 2014)	Pending
POPSUGAR ACTIVE	86082622 (October 4, 2013)	Pending
WE SEARCH. WE FIND. WE SHOPSTYLE.	86076525 (September 27, 2013)	Pending
PICT	85675662 (July 12, 2012)	Pending
THE CIRCLE OF MOMS COOKBOOK	85713407 (August 27, 2012)	4337868 (May 21, 2013)
THE CIRCLE OF MOMS MONEY SAVER	85738987 (September 26, 2012)	Pending
LINKSTAR	85867134 (March 5, 2013)	Pending
POPSUGAR	85848557 (February 13, 2013)	Pending

FOR THE STYLE OBSESSED	85736157 (September 24, 2012)	4456268 (December 24, 2013)
POPSUGAR MUST HAVE BOX	85713419 (August 27, 2012)	4452284 (December 17, 2013)
POPSUGAR MUST HAVE	85713400 (August 27, 2012)	4434824 (November 19, 2013)
CASASUGAR	85298676 (April 19, 2011)	4056448 (November 15, 2011)
SAVVYSUGAR	85293207 (April 12, 2011)	4059699 (November 22, 2011)
LILSUGAR	85293170 (April 12, 2011)	4062808 (November 29, 2011)
TRÈSSUGAR	85293167 (April 12, 2011)	4056197 (November 15, 2011)
POPSUGAR CITY	85253534 (February 28, 2011)	4155169 (June 5, 2012)
MYPERFECTSALE	85162800 (October 27, 2010)	3985044 (June 28, 2011)
INSANELY ADDICTIVE	85019344 (April 21, 2010)	3870664 (November 2, 2010)
POPSUGAR TV	85001064 (March 29, 2010)	4000710 (July 26, 2011)

FABSUGAR	78897094 (May 31, 2006)	3548360 (December 16, 2008)
YUMSUGAR	78897178 (May 31, 2006)	3482396 (August 5, 2008)
GEEKSUGAR	78897069 (May 31, 2006)	3469643 (July 15, 2008)
PETSUGAR	78897210 (May 31, 2006)	3482397 (August 5, 2008)
FITSUGAR	78897027 (May 31, 2006)	3482394 (August 5, 2008)
POPSUGAR	78897280 (May 31, 2006)	3334918 (November 13, 2007)
SHOPSTYLE	78937135 (July 25, 2006)	3761889 (March 16, 2010)
GIGGLESUGAR	78897042 (May 31, 2006)	3482395 (August 5, 2008)
FASHIONOLOGIE	77970148 (March 26, 2010)	4010141 (August 9, 2011)
CIRCLE OF MOMS	77808386 (August 19, 2009)	4035482 (October 4, 2011)
CIRCLE OF MOMS	77808375 (August 19, 2009)	3847200 (September 14, 2010)

CIRCLE OF MOMS	77808334 (August 19, 2009)	3847199 (September 14, 2010)
CELEBSTYLE	77776914 (July 8, 2009)	3839961 (August 31, 2010)
ONSUGAR	77776742 (December 1, 2009)	3749412 (February 16, 2010)
BUZZSUGAR	77172108 (May 3, 2007)	3456594 (July 1, 2008)
SHOPSENSE	77497915 (June 12, 2008)	3693689 (October 6, 2009)
BELLASUGAR	77172121 (May 3, 2007)	3591999 (March 17, 2009)
POPSUGAR	CA161517000 (February 21, 2013)	Pending
LINKSTAR	EC011667185 (March 19, 2013)	EC011667185 (March 19, 2014)
POPSUGAR	EC011596566 (February 22, 2013)	EC011596566 (September 27, 2013)

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

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