

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bunchball, Inc.		04/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77703572	THE SCIENCE OF ENGAGEMENT	
Serial Number:	77702559		
Serial Number:	77107866	BUNCHBALL	
Serial Number:	77107857	BUNCHBALL	
Serial Number:	77244594	NITRO	
Serial Number:	77107871	BUNCHBALL	
Serial Number:	77107859	BUNCHBALL	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-452		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		

CH \$190.00 77703572

DATE SIGNED:	04/16/2014
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 11, 2014 by and between COMERICA BANK ("Bank") and BUNCHBALL INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations 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 of November 10, 2009 (as the same may be amended, modified or supplemented from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of September 16, 2011, that certain Second Amendment to Loan and Security Agreement dated as of June 4, 2013 and that certain Third Amendment to Loan and Security Agreement dated as of the date hereof, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank has agreed to modify the Loans it has made to Grantor in accordance with the terms of that certain Third Amendment to Loan and Security Agreement between Borrower and Bank dated as of the date hereof, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under 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 under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, 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.

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.

Address of Grantor:

2200 Bridge Parkway, Suite 201
Redwood City, CA 94065
Attn: Chief Executive Officer

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

GRANTOR:

BUNCHBALL INC.

By: 

Title: CEO

BANK:

COMERICA BANK

By: 

Title: VP

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005261 FRAME: 0722

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Loyalty 3.0: How big data and gamification are revolutionizing customer and employee engagement.	TX0007774061	9/19/2013

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Systems and methods for measurement of engagement	12709161	2/19/2010
Method and system for embedding a portable and customizable incentive application on a website	13831843	3/15/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
THE SCIENCE OF ENGAGEMENT	77703572	03/31/2009
Design	77702559	03/30/2009
BUNCHBALL	77107866	2/14/2007
BUNCHBALL	77107857	2/14/2007
NITRO	77244594	8/1/2007
BUNCHBALL	77107871	2/14/2007
BUNCHBALL	77107859	2/14/2007

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