

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303569

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOL INVICTUS COMITI LP		04/18/2014	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>Internal Address:</b>	HG 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3930370	WHAT YOU NEED, WHEN YOU NEED IT	
<b>Registration Number:</b>	3618068	DOMAINSPONSOR	
<b>Serial Number:</b>	86011928	TRAFFICMATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305846		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	213-891-0700		
<b>Email:</b>	meason@buchalter.com		
<b>Correspondent Name:</b>	Michele A. Eason, Sr. Paralegal		
<b>Address Line 1:</b>	1000 Wilshire Blvd.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	S4149-0002		
<b>NAME OF SUBMITTER:</b>	Michele A. Eason		
<b>SIGNATURE:</b>	/Michele A. Eason/		
<b>DATE SIGNED:</b>	05/05/2014		
<b>Total Attachments: 9</b>			

CH \$90.00 3930370

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK, a California banking corporation ("Bank"), on the one hand, and the Credit Parties indicated on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors"), with reference to the following facts:

### RECITALS

A. Bank has agreed to make a term loan (the "Loan") to SOL INVICTUS COMITI LP, a Delaware limited partnership ("Borrower"), in the amount and manner set forth in the Loan and Security Agreement dated as of the Effective Date by and between Bank, on the one hand, and Borrower and the other Credit Parties (including Grantors) identified therein (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 Loan to Borrower, but only upon the condition, among others, that the Grantors 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 Borrower under the Loan Agreement and the obligations of the other Grantors under the Guaranties.

B. Pursuant to the terms of the Loan Documents, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under substantially all of its personal property.

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 their respective obligations under the Loan Documents to which they are party (collectively, the "Secured Obligations"), Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

1. Grant of Security Interest. To secure their respective Secured Obligations, Grantors grant and pledge to Bank a security interest in all of their respective right, title and interest in, to and under their 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 any 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 any Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto other than any intent-to-use trademark or servicemark application prior to the filing of a statement of use or amendment to allege use, to the extent that applicable law or regulation prohibits the creation of a security interest or would otherwise result in the loss of rights from the creation of such security interest or from the assignment of such rights (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. Each 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. Authorization. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which any Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

7. 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).

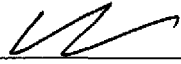
*[Rest of page intentionally left blank; signature page follows]*

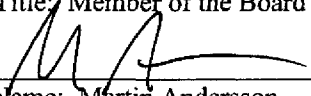
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

GRANTOR:

SOL INVICTUS COMITI LP

By Rook Media AG,  
its General Partner

By:   
Name: Ashkaan Rahimi  
Title: Member of the Board of Directors

By:   
Name: Martin Andersson  
Title: Member of the Board of Directors

*[Signatures continue on the following page.]*

BANK:

SILICON VALLEY BANK,  
a California banking corporation

By: \_\_\_\_\_

Name: Andrea Jones

Title: Vice President

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Date</u>
Internet Domain Keyword Optimization	7281042	10/09/2007
Internet Domain Keyword Optimization	7945662	05/17/2011

EXHIBIT C

**Trademark Registrations:**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
WHAT YOU NEED, WHEN YOU NEED IT	3,930,370	03/15/2011
DOMAINSPONSOR	3,618,068	05/12/2009

**Trademark Applications:**

<u>Description</u>	Serial <u>Number</u>	Filing <u>Date</u>
TRAFFICMATCH	86/011,928	07/16/2013

EXHIBIT D

Mask Works

None.

Exhibit D

BN 16034031v2

**RECORDED: 05/05/2014**

**TRADEMARK  
REEL: 005273 FRAME: 0855**