

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madwire Media, LLC		05/30/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Partners for Growth IV, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	4508150	CONVERT INTELLIGENTLY	
Registration Number:	4469500	MAD 360°	
Registration Number:	4514075	MAD 360°	
Registration Number:	4459243	MARKETING 360	
Registration Number:	4299589	TOP PLACEMENT ADS	
Registration Number:	4423388	TOP RATED LOCAL	
Serial Number:	86165343	ACQUISITION MARKETING SOFTWARE	
Serial Number:	86045720	AD FRAUD PROTECTION	
Serial Number:	86046639	AFP	
Serial Number:	86046632	AFP AD FRAUD PROTECTION	
Serial Number:	86032774	CONVERTING CLICKS TO CUSTOMERS	
Serial Number:	86045729	CTC	
Serial Number:	86045733	CTC MY CLICK-TO-CALLS	
Serial Number:	86043371	LLA	
Serial Number:	86043360	LLA LOCAL LISTING ADS	
Serial Number:	86043362	LOCAL LISTING ADS	
Serial Number:	86036665	MADWIRE	
Serial Number:	86032899	MADWIRE	
Serial Number:	86045723	MY CLICK-TO-CALLS	
TRADEMARK			

OP \$1065.00 4508150

Property Type	Number	Word Mark
Serial Number:	86032914	NATURAL LISTING ADS
Serial Number:	86032995	IVEDAXPRESS
Serial Number:	86032933	NLA NATURAL LISTING ADS
Serial Number:	86224016	OPTIMIZE SCORE
Serial Number:	86045736	ORGANIC AD COPY
Serial Number:	86032711	RET
Serial Number:	86032460	RET RETARGETING ADS
Serial Number:	86032527	RETARGETING ADS
Serial Number:	86224035	SPEEDY FAST
Serial Number:	86201631	SPEEDY FAST QUOTE
Serial Number:	86252336	STA SOCIAL TARGETING ADS
Serial Number:	86185087	TOP RATED ECOMMERCE
Serial Number:	86185069	TOP RATED LOCAL
Serial Number:	86175733	TOP RATED NATIONAL
Serial Number:	86098256	TOP RATED NATIONAL
Serial Number:	86098286	TOP RATED NATIONAL
Serial Number:	86032749	TPA TOP PLACEMENT ADS
Serial Number:	85965953	UXI CONVERT INTELLIGENTLY
Serial Number:	86165319	V
Serial Number:	86032485	VISIBILITY CLICKABILITY CONVERTIBILITY
Serial Number:	86165338	VIZCLIK
Serial Number:	85969168	WE LOVE MAD
Serial Number:	86171278	WEBSITES 360

CORRESPONDENCE DATA

Fax Number: 4157385371

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

Phone: 4153813283

Email: ben@greenspan-law.com

Correspondent Name: Benjamin Greenspan

Address Line 1: 620 Laguna Road

Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFM-MADWIRE
NAME OF SUBMITTER:	Benjamin Greenspan
SIGNATURE:	/bg2/
DATE SIGNED:	05/30/2014

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 30, 2014 ("Trademark Agreement"), is between Madwire Media, LLC, a Colorado limited liability company, with its principal place of business at 550 W. Eisenhower Blvd. Loveland, Colorado, Larimer County, 80537 ("Assignor"), the direct and indirect Subsidiaries of Assignor, and Partners for Growth IV, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

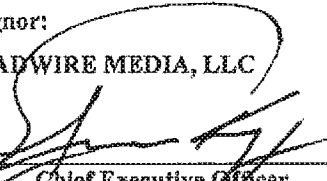
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

MADWIRE MEDIA, LLC

By


Chief Executive Officer

By


Secretary *MANAGER*

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth IV, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

MADWIRE MEDIA, LLC

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By Jason Geraghty

Name: Jason Geraghty

Title: Manager, Partners for Growth IV, LLC
Its General Partner

EXHIBIT 1**MADWIRE MEDIA, LLC****Trademark Schedule**

Serial Number - Registration Number	Date	Mark	Owner
4508150	04/01/2014	CONVERT INTELLIGENTLY (word)	Madwire Media, LLC
4469500	01/21/2014	MAD 360 [®] (logo)	Madwire Media, LLC
4514075	04/15/2014	MAD 360 [®] (word)	Madwire Media, LLC
4459243	12/31/2013	MARKETING 360 (word)	Madwire Media, LLC
4299589	03/05/2013	TOP PLACEMENT ADS (word)	Madwire Media, LLC
4423388	10/22/2013	TOP RATED LOCAL (word)	Madwire Media, LLC
4497941	03/18/2014	TPA (word)	Madwire Media, LLC
86165343	Pending	ACQUISITION MARKETING SOFTWARE (word)	Madwire Media, LLC
86045720	Pending	AD FRAUD PROTECTION (word)	Madwire Media, LLC
86046639	Pending	AFP (word)	Madwire Media, LLC
86046632	Pending	AFP AD FRAUD PROTECTION (logo)	Madwire Media, LLC
86032774	Pending	CONVERTING CLICKS TO CUSTOMERS (word)	Madwire Media, LLC
86045729	Pending	CTC (word)	Madwire Media, LLC
86045733	Pending	CTC MY CLICK-TO-CALLS (logo)	Madwire Media, LLC
86043371	Pending	LLA (word)	Madwire Media, LLC
86043360	Pending	LLA LOCAL LISTING ADS (logo)	Madwire Media, LLC
86043362	Pending	LOCAL LISTING ADS (word)	Madwire Media, LLC
86036665	Pending	MADWIRE (logo)	Madwire Media, LLC
86032899	Pending	MADWIRE (word)	Madwire Media, LLC
86045723	Pending	MY CLICK-TO-CALLS (word)	Madwire Media, LLC
86032914	Pending	NATURAL LISTING ADS (word)	Madwire Media, LLC
86032955	Pending	NLA (word)	Madwire Media, LLC
86032933	Pending	NLA NATURAL LISTING ADS (logo)	Madwire Media, LLC
86224016	Pending	OPTIMIZE SCORE (word)	Madwire Media, LLC
86045736	Pending	ORGANIC AD COPY (word)	Madwire Media, LLC
86032711	Pending	RET (word)	Madwire Media, LLC
86032460	Pending	RET RETARGETING ADS (logo)	Madwire Media, LLC
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86185087	Pending	TOP RATED ECOMMERCE (word)	Madwire Media, LLC
86185069	Pending	TOP RATED LOCAL (logo)	Madwire Media, LLC
86175733	Pending	TOP RATED NATIONAL (logo)	Madwire Media, LLC
86098256	Pending	TOP RATED NATIONAL (word)	Madwire Media, LLC
86098286	Pending	TOPRATED NATIONAL (old logo)	Madwire Media, LLC
86032749	Pending	TPA TOP PLACEMENT ADS (logo)	Madwire Media, LLC

85965953	Pending	UXi CONVERT INTELLIGENTLY (logo)	Madwire Media, LLC
86165319	Pending	V (panda logo)	Madwire Media, LLC
86032485	Pending	VISIBILITY CLICKABILITY CONVERTIBILITY (word)	Madwire Media, LLC
86165338	Pending	VIZCLIK (word)	Madwire Media, LLC
85969168	Pending	WE LOVE MAD (word)	Madwire Media, LLC
86171278	Pending	WEBSITES 360 (word)	Madwire Media, LLC