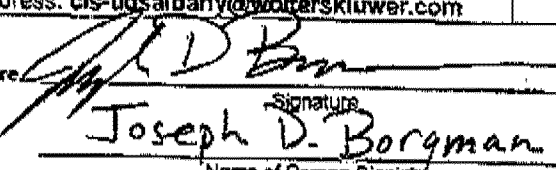


TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Flurry, Inc. 360 3rd Street, Suite 750 San Francisco, CA 94107</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: Silicon Valley Bank Internal Address: Street Address: 3003 Tasman Drive City: Santa Clara State: CA Country: USA Zip: 95054</p> <p><input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship : United States, CA <input type="checkbox"/> Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>											
<p>3. Nature of conveyance/ Execution Date(s): Execution Date(s): May 20, 2014</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other :</p>													
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark:</p> <table border="1"> <tr> <td>A. Trademark Application No.(s)</td> <td>B. Trademark Registration No.(s)</td> </tr> <tr> <td>3148439</td> <td>85488956</td> </tr> <tr> <td>3148440</td> <td>85492134</td> </tr> <tr> <td></td> <td>85488958</td> </tr> <tr> <td></td> <td>84588957</td> </tr> </table>				A. Trademark Application No.(s)	B. Trademark Registration No.(s)	3148439	85488956	3148440	85492134		85488958		84588957
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3148439	85488956												
3148440	85492134												
	85488958												
	84588957												
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>		<p>Additional sheets attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>											
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: UCC Direct Services Internal Address: Attn: 14080632 Street Address: 187 Wolf Road, Suite 101 City: Albany State: NY ZIP: 12205 Phone Number: 1-800-342-3676 X 4065 Fax Number: 1-800-962-7049 Email Address: cjs-udsalbany@wolterskluwer.com</p>		<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$165.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information: a. Credit Card Last 4 Numbers 0974 Expiration Date 3-17 b. Deposit Account Number Authorized User Name</p>											
<p>9. Signature  Signature Joseph D. Borgman Name of Person Signing</p>		<p>5-23-14 Date Total number of pages including cover sheet, attachments, and document:</p>											

OP \$165.00 85488956

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of May 20, 2014 by and between SILICON VALLEY BANK ("Bank") and FLURRY, INC. ("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 the Effective Date (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 Loans and grant certain accommodations to Grantor, but only upon the condition, among others, that Grantor 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 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, 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 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 Grantor

TRADEMARK

REEL: 005320 FRAME: 0415

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (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. 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. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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.

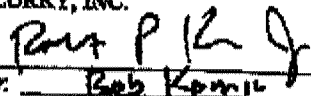
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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).

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.

GRANTOR:

FLURRY, INC.


By: Bob Kamin
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

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.

GRANTOR:

FLURRY, INC.

By: _____
Title: _____

BANK:

SILICON VALLEY BANK

Alan Fain
By: Alan Fain
Title: Vice President

EXHIBIT A

US Federally Registered Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Delivering a Customized Service to a Mobile Device using a Link	8,346,223	11/7/2006
Adaptive Deployment of Applications for Mobile Devices (non-provisional, pending)	11/594,555	11/7/2006
Automatic Configuration of Email Client (non-provisional, pending)	11/604,193	11/21/2006
Delivering a Customized Service to a Mobile Device using a Link (non-provisional, pending)	3/715,823	12/14/2012
Mobile Application Usage-Based Revenue Targeting Systems and Methods (non-provisional, pending)	13/902,684	5/24/2013
Systems and Methods Increased User Engagement with Mobile Device Advertisements (provisional, pending)	1/819,243	5/3/2013
Mobile Application Usage-Based Revenue Targeting Systems and Methods (PCT application, pending)	CT/US13/53297	5/24/2013

EXHIBIT C

US Federally Registered Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AppCircle (pending)	85488956	12/7/2011
Circle Design (pending)	85492134	12/9/2011
Flurry (pending)	85488958	12/7/2011
Flurry Analytics (pending)	84588957	12/7/2011
Flurrymail	3148439, 3148440	9/26/2006

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.