

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
30 Second Software, Inc.		07/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Mike Field		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85648000	LOCALPOINT	
Serial Number:	85648008	LOCALPOINT	
Serial Number:	77202489	DIGBY	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>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.</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:	355157-186		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	07/29/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 24, 2014, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and 30 SECOND SOFTWARE, INC. ("Grantor") is made with reference to the Guaranty, dated as of July 24, 2014 (as amended from time to time, the "Guaranty") by Grantor in favor of Bank. Terms defined in the Guaranty have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Guaranty, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty, 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 Guaranty, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

30 SECOND SOFTWARE, INC.

By: 

Name: Hans Erickson

Title: President & COO

Address for Notices:

.....

.....

FAX:

BANK:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Justin Hoever

Title: AVP - Relationship Manager

Address for Notices:

Attn: Mike Field

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre-registered?

WESTLAW 9930.2
355157-000190

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
LOCALPOINT	85648000			6/10/12
LOCALPOINT	85648008			6/10/12
DIGBY	77202489			6/11/07

WEST248070936.2
355157-000186

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
Method for asynchronous catalog update	N/A	12082862	Published	
Method for location based inventory lookup	N/A	12410775	Published	
Location based coupon delivery system	N/A	12477220	Published	
Geo-fence entry and exit notification system	N/A	13586127	Published	
Geo-fence entry and exit notification system	N/A	13586140	Published	

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