

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMRTV, Inc.		08/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BAM Administrative Services, LLC, as agent		
Street Address:	1370 Avenue of the Americas		
Internal Address:	32nd floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4077950	CONNECTV	
Registration Number:	4099997	SYNC, SHARE, PLAY	
Registration Number:	4176398	WATCH, SHARE, PLAY	
Registration Number:	4176399	TV TUNED INTO YOU	
Registration Number:	4176400	TV TUNED INTO ME	
Registration Number:	4263763	DO MORE THAN WATCH	
Registration Number:	4077986		
Registration Number:	4253671		
Registration Number:	4257672		
Registration Number:	4509061	SOCIALTV TIMELINE	
Registration Number:	4428068	ADSYNC NETWORK	
Registration Number:	4428069	TV ADSYNC	
Registration Number:	4428067	TVWORDS	
Registration Number:	4428133	ADCHAT	
Serial Number:	77797006	TWEETTV	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 277064

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 08/29/2014

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of August 27, 2014, is made by SMRTV, INC., a Delaware corporation ("Grantor"), in favor of BAM Administrative Services LLC, as agent for the Creditor Parties (as defined below ("Agent")).

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and between Grantor, the investors from time to time party thereto (collectively, the "Investors" and, together with Agent, the "Creditor Parties" and each, a "Creditor Party") and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), the Investors have agreed to provide financial accommodations to Grantor;

WHEREAS, the Creditor Parties are willing to enter into the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS.

(a) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Copyright Licenses" means all written agreements naming any Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"General Intangibles" shall have the meaning provided thereto in Section 9-102 of the UCC, as amended, restated or otherwise modified from time to time.

"Security Agreement" shall have the meaning provided thereto in Section 5 hereof.

"Obligations" shall have the meaning provided thereto in the Security Agreement.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions of such letters patent, (b) all applications for letters patent of the United States or any other county and all divisions,

continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

“Patent Licenses” means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

“Trademarks” means (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, services marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or otherwise, and all common-law rights thereto, and (b) the right to obtain all renewals thereof.

“Trademark Licenses” means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

“UCC” shall have the meaning provided thereto in the Master Security Agreement.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Grantor now or hereafter existing from time to time, Grantor hereby grants to Agent for the benefit of the Creditor Parties a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

- (a) all of its Patents including those referred to on Schedule I hereto;
- (b) all of its Trademarks including those referred to on Schedule II hereto;
- (c) all of its Copyrights including those referred to on Schedule III hereto;
- (d) all of its material Licensing Agreements (collectively referring to Patent Licenses, Trademark Licenses, and Copyright Licenses) to which it is a party including those referred to on Schedule IV hereto;
- (e) all reissues, continuations or extensions of the foregoing;
- (f) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(g) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto. Grantor's Patents, Trademarks and Copyrights are valid and enforceable, are solely owned by Grantor and there is no claim that the use of any of them violates the rights of any third person. This Agreement is effective to create a valid and continuing lien on and perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this Agreement:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all reasonable actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue, unless Company reasonably believes litigation would be futile or an alternative means of enforcement is preferable, for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem reasonably appropriate under the circumstances to protect such Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent for the benefit of the Creditor Parties by Grantor pursuant to the Security Agreement, dated as of the date hereof, between Grantor and Agent (as amended, restated or otherwise modified from time to time, the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. (A) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and Grantor hereby indemnifies and holds each Creditor Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (B) In any suit, proceeding or action brought by Agent under any Patent License, Trademark License or Copyright License for any sum owing thereunder, or to enforce any provisions of such license,

Grantor will indemnify and keep each Creditor Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Agent.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Purchase Agreement.

Section 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile copies of this Agreement bearing facsimile signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SMRTV, INC.

By: 

Name: Ian Aaron

Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

BAM ADMINISTRATIVE SERVICES LLC,
as Agent

By: 

Name: David Levy

Title: Authorized Signatory

SCHEDULE I
TO
INTELLECTUAL PROPERTY AGREEMENT

I. PATENT REGISTRATIONS

NONE

II. PATENT APPLICATIONS

Date of Application: January 7, 2013

Title: SYSTEM AND METHOD FOR AUTOMATED BROADCAST MEDIA IDENTIFICATION

Serial No.: 13/735,968

Date of Application: January 7, 2014

Title: SYSTEM AND METHOD FOR WORD RELEVANT CONTENT DELIVERY FOR TELEVISION MEDIA

Serial No. 14/149,714

Date of Application: October 7, 2013

Title: SYSTEM AND METHOD FOR CREATING CONTEXTUAL MESSAGES FOR VIDEO

Serial No. 14/047,962

SCHEDULE II
TO
INTELLECTUAL PROPERTY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark: CONNECTV (STANDARD CHARACTER MARK)

Registration Number: 4077950

Type of Mark: Trademark. Service Mark.

International Class(es): 009, 042



Mark: Miscellaneous Design

Registration Number: 4077986

Type of Mark: Trademark. Service Mark

International Class(es): 009, 042

Mark: SOCIALTV TIMELINE (STANDARD CHARACTER MARK)

Registration Number: 4509061

Type of Mark: Trademark; Service Mark

International Class(es): 009, 042

Service Marks

Mark: CONNECTV (STANDARD CHARACTER MARK)

Registration Number: 4077950

Type of Mark: Trademark. Service Mark.

International Class(es): 009, 042

Mark: SYNC, SHARE, PLAY (STANDARD CHARACTER MARK)

Registration Number: 4099997

Type of Mark: Service Mark

International Class(es): 042

Mark: WATCH, SHARE, PLAY (STANDARD CHARACTER MARK)

Registration Number: 4176398

Type of Mark: Service Mark

International Class(es): 042

Mark: TV TUNED INTO YOU (STANDARD CHARACTER MARK)

Serial Number: 85172884

Registration Number: 4176399

Type of Mark: Service Mark

International Class(es): 042

Mark: TV TUNED INTO ME (STANDARD CHARACTER MARK)

Serial Number: 85172887

Registration Number: 4176400

Type of Mark: Service Mark

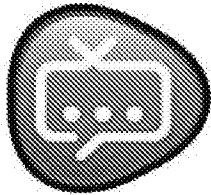
International Class(es): 042

Mark: DO MORE THAN WATCH (STANDARD CHARACTER MARK)

Registration Number: 4263763

Type of Mark: Service Mark

International Class(es): 042



Mark: Miscellaneous Design

Serial Number: 85174527

Registration Number: 4077986

Type of Mark: Trademark. Service Mark

International Class(es): 009, 042

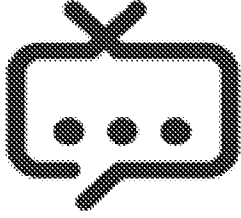


Mark: Miscellaneous Design

Registration Number: 4253671

Type of Mark: Service Mark

International Class(es): 042



Mark: Miscellaneous Design
Registration Number: 4257672
Type of Mark: Service Mark
International Class(es): 042

Mark: SOCIALTV TIMELINE (STANDARD CHARACTER MARK)
Registration Number: 4509061
Type of Mark: Trademark; Service Mark
International Class(es): 009, 042

Mark: ADSYNC NETWORK (STANDARD CHARACTER MARK)
Registration Number: 4428068
Type of Mark: Service Mark
International Class(es): 035, 041

Mark: TV ADSYNC (STANDARD CHARACTER MARK)
Registration Number: 4428069
Type of Mark: Service Mark
International Class(es): 035

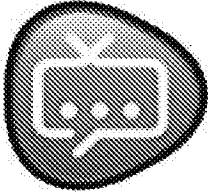
Mark: TVWORDS (STANDARD CHARACTER MARK)
Registration Number: 4428067
Type of Mark: Service Mark
International Class(es): 035, 041

Mark: ADCHAT (STANDARD CHARACTER MARK)
Registration Number: 4428133
Type of Mark: Service Mark
International Class(es): 35

II. TRADEMARK APPLICATIONS

Mark: TweetTV (STANDARD CHARACTER MARK)
Serial Number: 77797006
Type of Mark: Service Mark
International Class(es): 042

Canada Registered Trademarks



Mark: ConnetTV Design
Registration Number: TMA872702

Service Mark Applications

Mark: TweetTV (STANDARD CHARACTER MARK)
Serial Number: 77797006
Type of Mark: Service Mark
International Class(es): 042

Canada Trademark Applications

Mark: CONNECTV
App Number: 1546995

SCHEDULE III
TO
INTELLECTUAL PROPERTY AGREEMENT

I. COPYRIGHT REGISTRATIONS

NONE

II. COPYRIGHT APPLICATIONS

NONE

SCHEDULE IV
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LICENSING AGREEMENTS

SMRTV, Inc. as Licensee

1. SyncNow Audio Fingerprinting Technology License Agreement dated January 1, 2014 between Civolution B.V. and Company
2. License Agreement dated January 12, 2011 between Stats, LLC and Company; Second Letter Amendment between Stats, LLC and Company effective July 6, 2012.
3. Letter Agreement dated August 5, 2010 between Tribune Media Services, Inc. and Company (including Celebrity Addendum); Second Letter Amendment between Tribune Media Services and Company effective February 2, 2012
4. Data License and Service Agreement dated December 10, 2012, between Rovi Data Solutions, Inc. and Company

SMRTV, Inc. as Licensor

1. Technology Integration and Services Agreement dated October 14, 2013 between Samsung Information Systems America and Company
2. Licensing Agreement dated March 1, 2014 between Viggie, Inc. and TweetTV (assigned to SMRTV, Inc. as of May 29, 2014)
3. Master Service Agreement between Liberty Global Services B.V. and Company (pending final approval and signatures)

SMRTV, Inc. as Licensor and Licensee

1. Commercial Service Agreement dated August, 2011 between Garnet Media Company LLC and Company

