

05

FORM PTO-1594
COMMERCE
(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF
United States Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- Individual(s) Association
 General Partnership Limited Partnership

 Corporation-State: CA Other: ReleaseAdditional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 9/23/2014

- Assignment Merger
 Security Agreement Change of Name

 Other : Release

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: ZUMOB, INC.

Internal Address:

Street Address: 1525 4TH AVE SUITE 800

City: SEATTLE

State: WA

Country: USA

Zip: 98101

- Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, Delaware
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

86087994 85623066 76679051

85649779 85649515 76679050

85649215 85649484

85623235 85623119

85623212 76679052

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

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: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$315.00

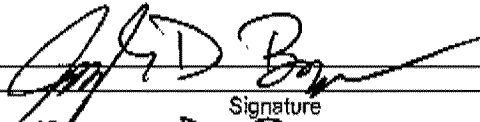
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 3/17b. Deposit Account Number
Authorized User Name

OP \$315.00 86087994

9. Signature.



Signature

Joseph D. Borgman

Name of Person Signing

9-24-14

Date

Total number of pages including cover sheet, attachments, and document:

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 28, 2014 by and between SILICON VALLEY BANK ("Bank") and ZUMOBI, 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 as of March 26, 2013 (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 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

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:

ZUMBI, INC.

By: [Signature]
Title: CFO

BANK:

SILICON VALLEY BANK

[Signature]
By: CARLY KISER
Title: VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement]

WEST 940500148.1
884271-000306

TRADEMARK
REEL: 005368 FRAME: 0628

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods for controlling group messaging	8078474	12/6/11
Systems and methods for remotely controlling and customizing application resident on a mobile device	8594711	11/26/13
Single-handed approach for navigation of application tiles using panning and zooming	11061218	2/18/05
Invocation of sponsor-defined action on mobile communication device	11681164	3/1/07
Systems and methods for controlling application updates across a wireless interface	11690582	3/23/07
Systems and methods for remotely coordinating the updating of application on a computing device	11690591	3/23/07
Adding tiles to a graphical user interface	11948806	11/30/07
Systems and methods for controlling application updates across a wireless interface	11956253	12/13/07
Methods and systems providing an interactive social ticker	12180485	7/25/08
System and method for application testing	12327690	12/3/08
Systems, methods and computer program products displaying interactive elements on a canvas	12412854	3/27/09
Method for distributing campaign metadata across multiple small clients	12611685	11/3/09
Systems, methods and computer program products providing an integrated user interface for reading content	12772738	5/3/10
Systems, methods and computer program products providing an article selection structure	12772752	5/3/10
Techniques to modify content and view content on mobile devices	12836424	7/14/10
Techniques providing spatial consistency of graphical elements	12836427	7/14/10
Single-handed approach for navigation of application tiles using panning and zooming	13341719	12/30/11
System and method for user generated content in media advertisement	13353676	1/19/12
System and method for adaptive and persistent media presentations	13462680	5/2/12
System and method for communal broadcast information having supplemental data	13527483	6/19/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MICROZINE	86087994	10/10/13
ZBI	85649779	6/12/12
Z	85649215	6/12/12
ZBI	85623235	5/11/12
ZBI	85623212	5/11/12
ZBI	85623066	5/11/12
Z	85649515	6/12/12
Z	85649484	6/12/12
ZBI	85623119	5/11/12
ZUMOB1	76679052	7/3/07
ZUMOB1	76679051	7/3/07
ZUMOB1	76679050	7/3/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

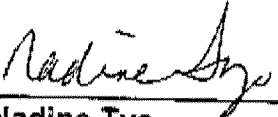
None

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **ZUMBI, INC.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, 02/28/2014, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 03/15/2014, Reel 5237, Frame 0967.

Dated: **09/23/2014**

SILICON VALLEY BANK

By: 
Name: **Nadine Tyo**
Title: **Senior Operations Manager**