

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zadspace, Inc.		10/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Connecticut Innovations, Inc.		
Street Address:	865 Brook Street		
City:	Rocky Hill		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	CORPORATION: CONNECTICUT		
Name:	DFJ Frontier Fund II, L.P.		
Street Address:	2882 Sand Hill Road		
Internal Address:	Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	DFJ Frontier II Partners, LLC		
Street Address:	2882 Sand Hill Road		
Internal Address:	Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Draper Associates Riskmaster Fund III, LLC		
Street Address:	2882 Sand Hill Road		
Internal Address:	Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
Name:	Gideon Hixon Fund, L.P.		
Street Address:	800 Anacapa St.		
			TRADEMARK

Internal Address:	Suite A
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Cava Capital SPV I, LLC
Street Address:	18 South Main Street
Internal Address:	Suite 3
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	LaunchCapital LLC
Street Address:	142 Temple Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	IR Holdings International, LLC
Street Address:	PO Box 240
City:	Carp
State/Country:	CALIFORNIA
Postal Code:	93014
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Mr. James Perakis
Street Address:	59 Edgewater Drive
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4248467	ZADSPACE
Registration Number:	4440841	ZADVERTISERS
Registration Number:	4485680	ZADMETRICS
Serial Number:	86043974	ZAPPLICATOR

CORRESPONDENCE DATA

Fax Number: 2036354565

TRADEMARK

REEL: 005381 FRAME: 0812

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: 203-975-8821
Email: mtaub@kiernanherner.com
Correspondent Name: Melissa Taub
Address Line 1: 1127 High Ridge Road, #322
Address Line 4: Stamford, CONNECTICUT 06905

NAME OF SUBMITTER:	Melissa M. Taub
SIGNATURE:	/Melissa M. Taub/
DATE SIGNED:	10/15/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is executed effective the 10th day of October, 2014, between Zadspace, Inc., a Delaware corporation (“Borrower”), whose principal place of business and chief executive office is located at 40 Richards Avenue, Norwalk CT , and DFJ Frontier Fund II, L.P., acting as the Collateral Agent for the Lenders (collectively, the “Secured Party”), pursuant to that certain Note Purchase and Security Agreement dated of even date herewith between the Lenders and the Borrower and all modifications, renewals, extensions, amendments, restatements and rearrangements thereof (the “Loan Agreement”) and the Notes issued in connection therewith (the “Notes”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement, except as otherwise set forth herein.

W I T N E S S E T H:

WHEREAS, under the terms of the Loan Agreement, Borrower has granted to Secured Party a security interest in, among other property, certain intellectual property of Borrower, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

SECTION 1. Grant of Security. Borrower hereby grants to Secured Party a security interest in all of Borrower’s right, title and interest in and to the following:

- (a) issued patents registered with the United States Patent and Trademark Office:
 - (i) United States Patent No. 8.738.441
 - (ii) United States Patent No. 8,744,910
- (b) patent applications registered with the United States Patent and Trademark Office:
 - (i) United States Patent Application No. 13/183,277
 - (ii) United States Patent Application No. 13/425,902
 - (iii) United States Patent Application No. 14/057,607
 - (iv) United States Patent Application No. 13/919,612
 - (v) United States Patent Application No. 13/705,463
 - (vi) United States Patent Application No. 13/586,299
- (c) issued trademarks registered with the United States Patent and Trademark Office:
 - (i) United States Trademark Serial No. 85396674, Register No. 4248467
 - (ii) United States Trademark Serial No. 85545570, Register No. 4440841
 - (iii) United States Trademark Serial No. 85545577, Register No. 4485680

- (d) United States Trademark Serial No. 86043974, awaiting first commercial use for registration, with an extension date until March 15, 2015.

The patents, patent applications and trademarks listed above are referred to as the "Collateral".

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Borrower under this IP Security Agreement secures the payment of all Obligations of Borrower now or hereafter existing under or in respect of the Loan Agreement and the Notes, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Borrower, the payment of all amounts that constitute part of the Obligations and that would be owed by Borrower to Secured Party under the Loan Agreement and the Notes but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Secured Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Borrower authorizes and requests that the Commissioner for Patents record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Notes. Borrower hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement and Notes, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Loan Agreement and the Notes, the terms of the Loan Agreement and the Notes shall govern.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE IN DELAWARE (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

SECTION 7. Severability. If any one or more of the provisions contained in this

IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Loan Agreement and the Notes shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9. STATUTE OF FRAUDS. THE LOAN AGREEMENT, THE NOTES AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH CONSTITUTE THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

BORROWER:

ZADSPACE, INC.

By: _____

Name: James Ho

Title: President

SECURED PARTY:

DFJ Frontier Fund II, L.P., acting as the Collateral Agent for the Lenders pursuant to the Loan Agreement

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

BORROWER:

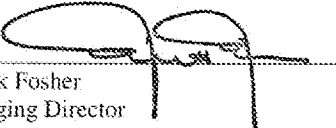
ZADSPACE, INC.

By: _____
Name: James Ho
Title: President

SECURED PARTY:

DFJ Frontier Fund II, L.P., acting as the Collateral Agent for the Lenders pursuant to the Loan Agreement

By: _____
Name: Frank Foshier
Title: Managing Director



Signature Page of Intellectual Property Security Agreement