

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIGIT, INC.		11/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND IV LIMITED PARTNERSHIP		
Street Address:	333 Bay Street		
Internal Address:	Suite 1620		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4045390	SPIGIT	
Registration Number:	4225152	SPIGITENGAGE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	313569-114 SPIGIT		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	11/07/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is entered into as of November 7, 2014 by and between **WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV)** ("**Lender**") and **SPIGIT, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to Grantor, MINDJET LLC, a California limited liability company, and MINDJET GMBH, a German limited liability company (each, a "**Borrower**" and collectively, the "**Borrowers**"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Borrowers dated as of even date herewith (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). Lender is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Secured Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrowers' Secured Obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and will be terminated pursuant to the terms and conditions of the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein, in the Loan Agreement or in any of the Financing Documents, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth, as of the date hereof, any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor shall update the Exhibits in accordance with the terms of the Loan Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1160 Battery Street East, 4th Floor
San Francisco, CA 94111 USA

GRANTOR:

SPIGIT, INC.

By: 

Title: Chief Executive Officer

Address of Lender:

161 Bay Street, Suite 2520
Toronto, Ontario M5J 2S1
Canada

LENDER:

WF FUND IV LIMITED PARTNERSHIP

By: _____

Title: _____

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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GRANTOR:

Address of Grantor:

1160 Battery Street East, 4th Floor
San Francisco, CA 94111 USA

SPIGIT, INC.

By: _____

Title: _____

LENDER:

Address of Lender:

~~161 Bay Street, Suite 2520~~
Toronto, Ontario M5J 2S4
Canada

WF FUND IV LIMITED PARTNERSHIP

By: _____

Title: MANAGING DIRECTOR

333 Bay Street
Suite 1620
Toronto
M5H 2R2

MM

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	Registration Number	Date Registered
SPIGIT	4045390	8/25/2011
SPIGIT	012916871	10/21/14
SPIGITENGAGE	4225152	10/16/2012
SPIGITENGAGE	012916821	10/21/14