

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outbrain Inc.		11/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4070711	OUTBRAIN	
Registration Number:	4287469	OUTBRAIN	
Registration Number:	4287520	OUTBRAIN	
Registration Number:	4318110	SCRIBIT	
Serial Number:	86256859	OUTBRAIN	
Serial Number:	86256857		
Serial Number:	86454164	RECOMMENDED BY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F152739		
NAME OF SUBMITTER:	Laura A. Kenerson		

OP \$190.00 4070711

SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	11/21/2014
Total Attachments: 14 source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page1.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page2.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page3.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page4.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page5.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page6.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page7.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page8.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page9.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page10.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page11.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page12.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page13.tif source=Closing copy - Intellectual Property Security Agreement - Outbrain (11-2014) (3)#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of November 20, 2014 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **OUTBRAIN INC.**, a Delaware corporation with its principal place of business located at 39 West Thirteenth Street, Third Floor, New York City, New York 10011 ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in (a) that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of September 15, 2014, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof, and (b) that certain Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as each may be further amended, modified or supplemented from time to time, collectively, the "**Loan Agreement**"; capitalized terms not otherwise defined but 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 of 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

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. 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.

4. 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.

5. 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.

6. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

OUTBRAIN INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

OUTBRAIN INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *BRANDY J. JIN*

Title: VP

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>
Method for Extracting a Compact Representation of the Topical Content of an Electronic Text	US Patent No. 7,587,381	Granted
Systems and Methods for Identifying and Measuring Trends in Consumer Content Demand Within Vertically Associated Websites and Related Content	Non-Provisional 12/367,968	Awaiting next OA
Systems and Methods for Providing Targeted Content	Non-Provisional 12/647,304	Awaiting next OA
Systems and Methods for Curating Content	Non-Provisional 12/965,417	Awaiting next OA
Systems and Methods for Connecting Entities Through Content	Non-Provisional 12/965,427	Awaiting next OA
Systems and Methods for Presenting Content	Non-Provisional 12/965,440	Awaiting next OA
Systems and Methods for Rating Content	Non-Provisional 12/965,455	Awaiting next OA
Additional Systems and Methods for Curating Content	Non-Provisional 13/665,250	Awaiting next OA
System and Method for Providing Feed-Based Advertisements	Non-Provisional 13/676,471 PCT/US12/65711	Filed on 11-14-12
Yielding Content Recommendations based on Serving By Probabilistic Grade Proportions	Non-Provisional 13/956,865	Filed on 8-1-13
Normalizing Click Through Rates to Optimize Ranking of Content Recommendations	Non-Provisional 14/055,310	Filed on 10-16-13
System and Method for Ranking, Allocation and Pricing of Content Recommendations	Non-Provisional 14/055,291	Filed on 10-16-13

System and method for personalized content recommendations	Non-Provisional 14/146,279	Filed on 1-2-14
System and method of scalable collaborative filtering for content recommendations	Non-Provisional 14/193,900	Filed on 2-28-14
Personalized Content Recommendation Network	Provisional Application No. 61/954,928	Filed on 3-18-14
Recommendation Source-Related Activity Calculator	U.S. Application No. 14/266,171 Attorney Docket No. 26316.13	Filed on 4-30-14
Content Position Recommendations	U.S. Application No. 14/312,948 Attorney Docket No. 26136.34	Filed on 6-24-14
Content Title User Engagement Optimization	Attorney Docket No. 26136.43	Dan's Patent application draft in review by Inventors, Ronny and Avi.
Editorial recommendation system for optimized sharing of publisher content on multiple social network channels	Attorney Docket No. 26136.36	Avi revising initial draft based on feedback from Ronny.
System and method for organic content traffic optimization	Attorney Docket No. 26316.15	In review by Avi & Ronny
Organic algorithm CTR grading optimization	Attorney Docket No. 26316.16	In review by Avi & Ronny
Automatic Classification in Multiple Languages using a Word-based Dictionary	Attorney Docket No. 26316.19	In review by Avi & Ronny
Web Stemmer	Attorney Docket No. 26316.20	In review by Avi & Ronny

EXHIBIT C

Trademarks

	Mark	Country	Status	App. No.	Reg. No.	International Class(es)
1.	OUTBRAIN	Argentina	Registered	3087666	2521988	9
2.	OUTBRAIN	Argentina	Registered	3087667	2521989	35
3.	OUTBRAIN	Australia	Registered	1459321	1459321	9, 35
4.	OUTBRAIN	Brazil	Registered	831116641	831116641	9
5.	OUTBRAIN	Brazil	Registered	831029811	831029811	35
6.	OUTBRAIN	Brazil	Registered	831116633	831116633	35
7.	OUTBRAIN	Canada	Registered	1528118	TMA883849	
8.	OUTBRAIN	China	Registered	9474168	9474168	9
9.	OUTBRAIN	China	Registered	10221726	10221726	9
10.	OUTBRAIN	China	Pending	9474167		35
11.	OUTBRAIN	China	Registered	9474161	9474161	35
12.	OUTBRAIN	Costa Rica	Registered	2011012378	218873	35
13.	OUTBRAIN	Costa Rica	Registered	2011007934	217902	9, 35
14.	OUTBRAIN	European Community	Registered	10197812	10197812	9, 35, 42
15.	OUTBRAIN	Hong Kong	Registered	301919025	301919025	9, 35
16.	OUTBRAIN	India	Pending	2144776		9
17.	OUTBRAIN	India	Pending	2144775		35
18.	OUTBRAIN	India	Pending	2144777		35
19.	OUTBRAIN	Japan	Registered	331602011	5555557	9, 35
20.	OUTBRAIN	Mexico	Registered	1178692	1259647	9
21.	OUTBRAIN	Mexico	Registered	1178685	1259646	35
22.	OUTBRAIN	Mexico	Registered	1178689	1261913	35
23.	OUTBRAIN	Singapore	Registered	T1106400Z	T1106400Z	9, 35
24.	OUTBRAIN	So. Korea	Registered	4520110002052	450042963	9, 35
25.	OUTBRAIN	South Africa	Registered	201128578	201128578	9
26.	OUTBRAIN	South Africa	Registered	201128579	201128579	35
27.	OUTBRAIN	U.S.	Registered	85317579	4070711	9
28.	OUTBRAIN	U.S.	Registered	85179286	4287469	35
29.	OUTBRAIN	U.S.	Registered	85317587	4287520	35

	Mark	Country	Status	App. No.	Reg. No.	International Class(es)
30.	OUTBRAIN & Amelia Face Design	Argentina	Pending	3346869		9
31.	OUTBRAIN & Amelia Face Design	Argentina	Pending	3346870		35
32.	OUTBRAIN & Amelia Face Design	Australia	Pending	1641205		9, 35
33.	OUTBRAIN & Amelia Face Design	Brazil	Pending	908137567		9
34.	OUTBRAIN & Amelia Face Design	Brazil	Pending	908137648		35
35.	OUTBRAIN & Amelia Face Design	Canada	Pending	1689803		
36.	OUTBRAIN & Amelia Face Design	China	Pending	15172027		9
37.	OUTBRAIN & Amelia Face Design	China	Pending	TBA		35
38.	OUTBRAIN & Amelia Face Design	Costa Rica	Pending	2014007075		9, 35
39.	OUTBRAIN & Amelia Face Design	European Community	Pending	013175773		9, 35
40.	OUTBRAIN & Amelia Face Design	Hong Kong	Pending	303102957		9, 35
41.	OUTBRAIN & Amelia Face Design	India	Pending	2794731		9, 35
42.	OUTBRAIN & Amelia Face Design	Japan	Pending	691492014		9, 35
43.	OUTBRAIN & Amelia Face Design	Mexico	Pending	15171098		9
44.	OUTBRAIN & Amelia Face Design	Mexico	Pending	15171097		35
45.	OUTBRAIN & Amelia Face Design	Singapore	Pending	T1413030E		9, 35
46.	OUTBRAIN & Amelia Face Design	So. Korea	Pending	4520140006471		9, 35
47.	OUTBRAIN & Amelia Face Design	South Africa	Pending	201421733		9
48.	OUTBRAIN & Amelia Face Design	South Africa	Pending	201421734		35
49.	OUTBRAIN & Amelia Face Design	U.S.	Pending	86256859		9, 35

	Mark	Country	Status	App. No.	Reg. No.	International Class(es)
50.	Amelia Face Design	Argentina	Pending	3346871		9
51.	Amelia Face Design	Argentina	Pending	3346872		35
52.	Amelia Face Design	Australia	Pending	1641207		9, 35
53.	Amelia Face Design	Brazil	Pending	908137680		9
54.	Amelia Face Design	Brazil	Pending	908137761		35
55.	Amelia Face Design	Canada	Pending	1689804		
56.	Amelia Face Design	China	Pending	15172025		9
57.	Amelia Face Design	China	Pending	TBA		35
58.	Amelia Face Design	Costa Rica	Pending	2014007074		9, 35
59.	Amelia Face Design	European Community	Pending	013175823		9, 35
60.	Amelia Face Design	Hong Kong	Pending	303102948		9, 35
61.	Amelia Face Design	India	Pending	2794732		9, 35
62.	Amelia Face Design	Japan	Pending	691482014		9, 35
63.	Amelia Face Design	Mexico	Pending	1517096		9
64.	Amelia Face Design	Mexico	Pending	1517095		35
65.	Amelia Face Design	Singapore	Pending	T1413031C		9, 35
66.	Amelia Face Design	So. Korea	Pending	4520140006472		9, 35
67.	Amelia Face Design	South Africa	Pending	201421736		9
68.	Amelia Face Design	South Africa	Pending	201421737		35
69.	Amelia Face Design	U.S.	Pending	86256857		9, 35

	Mark	Country	Status	App. No.	Reg. No.	International Class(es)
70.	RECOMMENDED BY with Amelia Face Design	Australia	Pending	TBA		9, 35
71.	RECOMMENDED BY with Amelia Face Design	Brazil	Pending	908606354		9
72.	RECOMMENDED BY with Amelia Face Design	Brazil	Pending	908606486		35
73.	RECOMMENDED BY with Amelia Face Design	Canada	Pending	1702831		
74.	RECOMMENDED BY with Amelia Face Design	China	Pending	TBA		9
75.	RECOMMENDED BY with Amelia Face Design	China	Pending	TBA		35
76.	RECOMMENDED BY with Amelia Face Design	European Community	Pending	013463419		9, 35
77.	RECOMMENDED BY with Amelia Face Design	India	Pending	TBA		9
78.	RECOMMENDED BY with Amelia Face Design	India	Pending	TBA		35
79.	RECOMMENDED BY with Amelia Face Design	Japan	Pending	968722014		9, 35
80.	RECOMMENDED BY with Amelia Face Design	Mexico	Pending	TBA		9
81.	RECOMMENDED BY with Amelia Face Design	Mexico	Pending	TBA		35
82.	RECOMMENDED BY with Amelia Face Design	Singapore	Pending	TBA		9
83.	RECOMMENDED BY with Amelia Face Design	Singapore	Pending	TBA		35
84.	RECOMMENDED BY with Amelia Face Design	U.S.	Pending	86454164		9, 35

	Mark	Country	Status	App. No.	Reg. No.	International Class(es)
85.	SCRIBIT	U.S.	Registered	85482682	4318110	42
86.	SPHERE	U.S.	In process			

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None