

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324212

| | | | |
|---|----------------------------------|---------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| COMERICA BANK | | 11/24/2014 | BANKING ASSOCIATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | BUNCHBALL INC. | | |
| Street Address: | 240-D Twin Dolphin Drive | | |
| City: | Redwood City | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94065 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77703572 | THE SCIENCE OF ENGAGEMENT | |
| Serial Number: | 77702559 | | |
| Serial Number: | 77107866 | BUNCHBALL | |
| Serial Number: | 77107857 | BUNCHBALL | |
| Serial Number: | 77244594 | NITRO | |
| Serial Number: | 77107871 | BUNCHBALL | |
| Serial Number: | 77107859 | BUNCHBALL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | victormartinez@paulhastings.com | | |
| Correspondent Name: | Victor Martinez | | |
| Address Line 1: | 4747 Executive Drive, 12th Floor | | |
| Address Line 2: | Paul Hastings LLP | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 90747.00008 | | |
| NAME OF SUBMITTER: | Victor Martinez | | |
| SIGNATURE: | /Victor Martinez/ | | |

CH \$190.00 77703572

| | |
|---------------------|------------|
| DATE SIGNED: | 11/24/2014 |
|---------------------|------------|

Total Attachments: 7

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release") is made as of November 24, 2014 (the "Effective Date") by COMERICA BANK ("Bank"), in favor of BUNCHBALL INC., a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, in furtherance of that certain Loan and Security Agreement entered into on November 10, 2009 by Grantor in favor of Bank (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of September 16, 2011, that certain Second Amendment to Loan and Security Agreement dated as of June 4, 2013 and that certain Third Amendment to Loan and Security Agreement dated as of April 11, 2014, the "Loan Agreement"), and pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of April 11, 2014 (the "IP Security Agreement"), Grantor pledged and granted to Bank a lien on and a security interest in and to all of its right, title and interest in, to and under all of the Intellectual Property Collateral of Grantor, including the Copyrights, Patents and Trademarks listed in Schedule I attached hereto; and

WHEREAS, Bank acknowledges Grantor has no outstanding obligations under the Loan Agreement, and accordingly now desires to release its lien and security interest in the Intellectual Property Collateral.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Release of Security Interest in Intellectual Property Collateral.

Bank hereby absolutely, unconditionally and irrevocably terminates, releases, and discharges its lien on and security interest in the Intellectual Property Collateral granted pursuant to the Loan Agreement and the IP Security Agreement, and hereby reassigns to Grantor, without warranty or recourse, all such right, title, and interest Bank may have (if any) in and to the Intellectual Property Collateral pursuant to the Loan Agreement and the IP Security Agreement.

The parties hereto authorize and request the Register of Copyright for the United States Copyright Office or her delegate to record this Release against the Copyright listed in Schedule I. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Patents and Trademarks

listed in Schedule I. The Bank hereby represents and warrants that it has full authority to execute and deliver this Release.

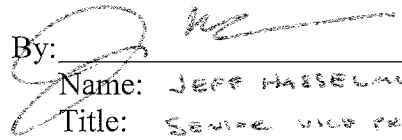
SECTION 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of California.

SECTION 4. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Bank has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

COMERICA BANK,
as Bank

By: 
Name: JEFF HASELWOOD
Title: Senior Vice President

Accepted and Agreed:

BUNCHBALL INC.,

By: _____
Name:
Title:

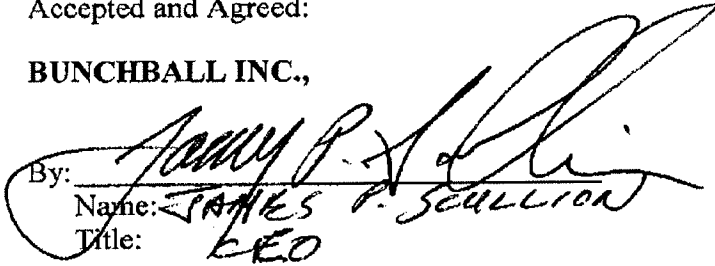
IN WITNESS WHEREOF, Bank has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

COMERICA BANK,
as Bank

By: _____
Name:
Title:

Accepted and Agreed:

BUNCHBALL INC.,

By: 
Name: JAMES P. SCULLION
Title: CEO

LEGAL_US_E # 108283848.1

62772-0009/LEGAL124217238.2

TRADEMARK
REEL: 005407 FRAME: 0358

Schedule I

U.S. Copyrights

| Title | Registration Number |
|---|---------------------|
| Loyalty 3.0: How big data and gamification are revolutionizing customer and employee engagement | TX0007774061 |

U.S. Trademarks

Intellectual Property Security Agreement, recorded with the United States Patent and Trademark Office on April 16, 2014 at Reel/Frame number 5261/0719.

| <u>Trademark</u> | <u>Registration/ Serial No.</u> | <u>Filing Date</u> | <u>Owner</u> |
|------------------------------|--|---------------------------|---------------------|
| THE SCIENCE OF ENGAGEMENT | 77703572 | 3/31/2009 | BUNCHBALL INC. |
| Design | 77702559 | 3/30/2009 | BUNCHBALL INC. |
| BUNCHBALL | 77107866 | 2/14/2007 | BUNCHBALL INC. |
| BUNCHBALL | 77107857 | 2/14/2007 | BUNCHBALL INC. |
| NITRO | 77244594 | 8/1/2007 | BUNCHBALL INC. |
| BUNCHBALL | 77107871 | 2/14/2007 | BUNCHBALL INC. |
| BUNCHBALL | 77107859 | 2/14/2007 | BUNCHBALL INC. |

U.S. Patents and Patent Applications

Intellectual Property Security Agreement, recorded with the United States Patent and Trademark Office on April 16, 2014 at Reel/Frame number 032684/0693.

| <u>Patent/Application No.</u> | <u>Filing Date</u> | <u>Title</u> | <u>Owner</u> |
|-------------------------------|--------------------|--|----------------|
| Application No. 12709161 | 2/19/2010 | SYSTEMS AND METHODS FOR MEASUREMENT OF ENGAGEMENT | BUNCHBALL INC. |
| Application No. 13831843 | 3/15/2013 | METHOD AND SYSTEM FOR EMBEDDING A PORTABLE AND CUSTOMIZABLE INCENTIVE APPLICATION ON A WEBSITE | BUNCHBALL INC. |