

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TURN INC.		11/26/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3648825	TURN	
<b>Registration Number:</b>	3518537	TURN	
<b>Serial Number:</b>	85901701	FLEXTAG	
<b>Serial Number:</b>	86269924	AUDIENCE SUITE	
<b>Serial Number:</b>	86269930	CAMPAIGN SUITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152825		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	11/26/2014		
<b>Total Attachments: 5</b>			

OP \$140.00 3648825

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of November 26, 2014, is entered into by and among **TURN INC.**, a Delaware corporation (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, (x) no security interest shall be granted in United States “intent to use” trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such “intent to use” trademark applications under applicable federal law) and (y) in no event shall the security interest granted under this Agreement attach to any Excluded Assets.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications; Termination

This Agreement or any provision hereof may not be changed or waived except in writing signed by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, consistent with Grantor's delivery of information pursuant to Section 3.3(d)(ii) of the Guarantee and Collateral Agreement that results in changes to Schedule 6 of the Guarantee and Collateral Agreement, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement. Upon the Discharge of Obligations, the security interest in the Trademarks granted hereunder shall be released from the Liens in favor of the Assignee created hereby, this Agreement shall terminate with respect to the Assignee and all obligations (other than those expressly stated to survive such termination) of Grantor to the Assignee hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of Grantor following any such termination, the Assignee shall promptly deliver such documents as such Grantor shall reasonably request to evidence such termination.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Jennie T. Bartlett

Title: Vice President

Address of Assignee:

Silicon Valley Bank  
555 Mission Street, Suite 900  
San Francisco, California  
Attention: Mike Meier  
Facsimile No.: (415) 615-0076  
E-Mail: mmeier@svb.com

GRANTOR:

**TURN INC.**

By: William N. Demas

Name: William Demas

Title: Chief Executive Officer

Address of Grantor:  
835 Main Street  
Redwood City, CA 94603

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005409 FRAME: 0404**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks of Turn Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Australia	1582774	04-Feb-2014	26-Sep-2013	Turn Inc.	FLEXTAG
Australia	1458941	05-Nov-2012	11-Nov-2011	Turn Inc.	TURN
Benelux	795867	21-Mar-2006	05-Jan-2006	Turn Inc.	TURN
Canada	TMA779132	06-Oct-2010	24-Oct-2005	Turn Inc.	TURN
China	4960278	21-May-2009	24-Oct-2005	Turn Inc.	TURN
China	4960277	14-Mar-2009	24-Oct-2005	Turn Inc.	TURN
European Union	012174223	27-Jan-2014	26-Sep-2013	Turn Inc.	FLEXTAG
European Union	004666699	08-Jan-2007	24-Oct-2005	Turn Inc.	TURN
Japan	4953622	19-May-2006	24-Oct-2005	Turn Inc.	TURN
Singapore	T1315605Z	07-Mar-2014	26-Sep-2013	Turn Inc.	FLEXTAG
Singapore	T1116413F	18-Jan-2013	22-Nov-2011	Turn Inc.	TURN
United States	3648825	30-Jun-2009	22-Apr-2005	Turn Inc.	TURN
United States	3518537	14-Oct-2008	22-Apr-2005	Turn Inc.	TURN

Pending Trademark Applications of Turn Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Canada	1647301	10-Oct-2013	Turn Inc.	FLEXTAG
China	13341760	11-Oct-2013	Turn Inc.	FLEXTAG
China	13341761	11-Oct-2013	Turn Inc.	FLEXTAG
Japan	2013076233	01-Oct-2013	Turn Inc.	FLEXTAG
United States	85901701	11-Apr-2013	Turn Inc.	FLEXTAG
United States	86269924	02-May-2014	Turn Inc.	AUDIENCE SUITE
United States	86269930	02-May-2014	Turn Inc.	CAMPAIGN SUITE