

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yapta, Inc.		12/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86241242	YAPTA	
Serial Number:	86241237	YAPTA	
Serial Number:	86253153	ROOMIQ	
Serial Number:	86253155	ROOMIQ	
Serial Number:	86241257	Y	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-368		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	12/03/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 1, 2014 by and between SILICON VALLEY BANK ("Bank") and YAPTA, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of January 5, 2012 (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). 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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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.

C. Concurrently with the execution and delivery of this Agreement, Grantor is entering into a Note Purchase Agreement with certain investors (the "Investors"), as amended from time to time (the "Note Purchase Agreement") pursuant to which Grantor is issuing to the Investors subordinated convertible promissory notes in aggregate principal amount of up to \$1,500,000 (collectively, the "Notes") and granting to such Investors a subordinated security interest in certain assets of Grantor, including the Intellectual Property Collateral (the "Junior Security Interests").

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 obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 or 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.

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

This Agreement and the security interest provided herein will terminate on the later of (x) the date on which both of the following conditions have been satisfied (the "IP Termination Date"): (i) all Notes issued pursuant to the Note Purchase Agreement have converted into equity securities of Grantor pursuant to the terms thereof and/or have been repaid or fully discharged pursuant to the terms thereof and in compliance with any agreements by and among Grantor, the Investors and Bank and (ii) the termination of any security interest held by the Investors in, to and under the Intellectual Property Collateral and (y) if an Event of Default has occurred and is continuing on the IP Termination Date, the date on which such Event of Default has been waived by Bank or cured by Borrower pursuant to the terms of the Loan Agreement. Upon such termination Bank will file any UCC termination statements necessary to effect

such termination and will, at Grantor's expense, execute and deliver to Grantor any additional documents or instruments as Grantor shall reasonably request to evidence such termination.

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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

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


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:

Address of Grantor:

159 S. Jackson St.
Suite 330
Seattle, Washington 98104
Attn: James Falsinger

YAPTA, INC.

By: 
Name: JAMES FALSINGER
Title: CEO

Address of Bank:

901 Fifth Avenue
Suite 3900
Seattle, Washington 98164
Attn: Minh Le

BANK:

SILICON VALLEY BANK

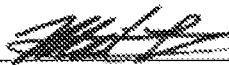
By: 
Name: Minh Le
Title: Managing Director

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>
Dynamic price-monitor scheduling system and methods	13918665	6/14/13
Flight-price monitoring systems and methods	13888991	5/7/13
Dynamic overlaying of content on web pages for tracking data	8775563	7/8/14
System and method for retrieving data using agents in a distributed network	11943231	11/20/07
Dynamic price tracking for products and services in electronic commerce	11943278	11/20/07
System and method for retrieving data using agents in a distributed network	12848920	8/2/10
Flight-price monitoring systems and methods	61643850	5/7/12
Dynamic price-monitor scheduling system and method	61659822	6/14/12
System and method for tracking assets and alerting users of changes on a computer network	EPO Application 07854728.8	11/20/07
System and method for tracking assets and alerting users of changes on a computer network	Hong Kong Application 10101276.1	2/4/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
YAPTA	86241242	4/3/14
YAPTA	86241237	4/3/14
ROOMIQ	86253153	4/15/14
ROOMIQ	86253155	4/15/14
Design	86241257	4/3/14
INTELLIGENT PRICE TRACKING	85655506	6/19/12
FARE IQ	85568474	3/13/12
YAPTA	77277002	9/11/07
YAPTA	77277013	9/11/07
YAPTA	77277009	9/11/07
YAPTA	77277014	9/11/07

EXHIBIT D

Mask Works

Description

Registration/
Application/
Number

Registration/
Application
Date

None