

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Videology, Inc.		12/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Ventures, L.L.C., as Agent		
<b>Street Address:</b>	1600 El Camino Real, Suite 250		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3803713	TIDALTV	
<b>Registration Number:</b>	4112567	VIDEOLOGY	
<b>Registration Number:</b>	4229450		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>	650-461-6125		
<b>Email:</b>	qlu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Qui Lu		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH2-1 P12		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	30897.075		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/s/ Qui Lu		
<b>DATE SIGNED:</b>	12/05/2014		
<b>Total Attachments: 3</b>			
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**GRANT OF SECURITY INTEREST**

**TRADEMARKS**

This **GRANT OF SECURITY INTEREST - TRADEMARKS**, dated as of December 5, 2014, is executed by **VIDEOLOGY, INC.**, a Delaware corporation ("**Debtor**") in favor of **PINNACLE VENTURES, L.L.C.** ("**Secured Party**") as agent for the lenders party to the Loan Agreement (as defined below).

A. Reference is made to a Loan and Security Agreement, dated as of the date hereof (the "**Loan Agreement**"), by and among Debtor, certain subsidiaries of Debtor party thereto as Borrowers, Secured Party and the lenders party thereto.

B. Debtor owns the trademarks and service mark rights of the United States, more particularly described on Schedules 1 annexed hereto as part hereof (collectively, the "**Trademarks**");

C. Schedules 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, including without limitation with respect to termination of the security interest described below in Section D, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Loan Agreement, of any addition or change which is necessary to be made to Schedules 1 in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grant to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: **PINNACLE VENTURES, L.L.C.**  
1600 El Camino Real, Suite 250  
Menlo Park, CA 94025

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**VIDEOLOGY, INC.,**  
a Delaware corporation

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

Name: Scott G. Macleod

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest – Trademarks]

**TRADEMARK**  
**REEL: 005414 FRAME: 0476**

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

**TRADEMARKS**

<b>Reg. # and Date</b>	<b>Mark</b>	<b>Owner</b>	<b>Entity</b>
3,803,713 – 06/15/2010	TIDALTV word mark	Videology, Inc.	USPTO
4,112,567 – 03/13/2012	VIDEOLOGY word mark	Videology, Inc.	USPTO
4,229,450 – 10/23/2012	VIDEOLOGY design mark	Videology, Inc.	USPTO

**TRADEMARK APPLICATIONS**

None.