

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bump Network (d/b/a Events.com)		12/17/2014	CORPORATION: CALIFORNIA
Global Event Data, Inc.	FORMERLY Gablit LLC	12/17/2014	CORPORATION: DELAWARE
PixelPushers, Inc. (d/b/a Civica)		12/17/2014	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Arctaris Royalty Ventures Co-Investment Limited Partnership
<b>Street Address:</b>	155 Seaport Boulevard, 16th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02210
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MASSACHUSETTS

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Serial Number:</b>	85287257	BUMP.COM
<b>Registration Number:</b>	3674403	BUMPCHAT
<b>Serial Number:</b>	85289669	BUMP
<b>Serial Number:</b>	77701789	BUMP
<b>Serial Number:</b>	85289671	BUMP
<b>Serial Number:</b>	85289672	BUMP
<b>Serial Number:</b>	85289675	BUMP
<b>Serial Number:</b>	85289677	BUMP
<b>Serial Number:</b>	85549958	BUMP PAY
<b>Serial Number:</b>	85915994	EVENTS.COM
<b>Serial Number:</b>	86181747	EVENTS.COM
<b>Serial Number:</b>	85724865	FIND MORE DO MORE
<b>Registration Number:</b>	4370823	GABLIT
<b>Registration Number:</b>	4010613	BIBNUMBERS

## CORRESPONDENCE DATA

Fax Number: 2485668523

TRADEMARK

**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.**

**Phone:** (248) 566-8522  
**Email:** jlyons@honigman.com  
**Correspondent Name:** Thomas J. Appledorn  
**Address Line 1:** 39400 Woodward Avenue, Suite 101  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304

<b>ATTORNEY DOCKET NUMBER:</b>	232057-363447
<b>NAME OF SUBMITTER:</b>	Thomas J. Appledorn
<b>SIGNATURE:</b>	/Thomas J. Appledorn/
<b>DATE SIGNED:</b>	12/22/2014

**Total Attachments: 19**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*"), dated as of December 17, 2014 (the "*Effective Date*"), is entered into by and among (i) Bump Network (d/b/a Events.com), a California corporation whose principal place of business and mailing address is 4660 La Jolla Village Drive, Suite 600, San Diego, California 92122 ("*Bump*"), Global Event Data, Inc. (f/k/a Gablit LLC), a Delaware corporation ("*Gablit*"), and PixelPushers, Inc. (d/b/a Civica), a California corporation ("*Civica*"), Events.com, LLC, a Delaware limited liability company ("*Events.com*" and, together with Bump, Civica and Gablit, individually and collectively, jointly and severally, the "*Debtor*") and (ii) Arctaris Royalty Ventures Co-Investment Limited Partnership, a Massachusetts limited partnership ("*Arctaris*" or "*Secured Party*"), whose principal place of business and mailing address is 155 Seaport Boulevard, 16th Floor, Boston, Massachusetts 02210. Debtor and Secured Party hereby agree as follows:

**1. SECURITY INTEREST; OBLIGATIONS:** Debtor hereby grants to Secured Party, for the benefit of Secured Party, a continuing security interest in and to, and a Lien on, and hereby assigns to Secured Party as collateral, all of the "*Collateral*", as defined in *Section 2* of this Agreement. The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "*Obligations*," as that term is defined in the Purchase Agreement, dated as of the date hereof, among Debtor and Secured Party (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "*Purchase Agreement*"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**2. COLLATERAL:**

(a) The collateral in which a security interest is hereby granted comprises all of the assets and property, real and personal, tangible and intangible, of Debtor, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located, excluding only the Excluded Collateral and including all of Debtor's rights, titles and interests in and to the following, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located (all of such assets and property and all of the below described assets and property being, collectively, the "*Collateral*"):

(i) all Accounts, all Inventory, all Equipment, all General Intangibles, and all Investment Property (each as defined in *Section 3*);

(ii) without limiting the description of the property or any rights or interests in the assets and property described above in this definition of Collateral, all goods, deposit accounts, instruments, chattel paper (including tangible chattel paper and electronic chattel paper), documents, domain names, intellectual property, life insurance policies, securities, money, cash, letters of credit, letter-of-credit rights, promissory notes, warrants, dividends, distributions, the commercial tort claims listed on Exhibit B attached to this Agreement, if any, contracts, agreements, contract rights and other property owned by Debtor or in which Debtor has any rights or an interest, including those which are now or hereafter in the possession or control of Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of

Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, all rights to payment from, and all claims against Secured Party, and any deposit accounts of Debtor with Secured Party, including all demand, time, savings, passbook or other accounts and all deposits therein, all as-extracted collateral, leases, lease contracts, lease agreements, and proceeds of a letter of credit;

(iii) without limiting the description of the property or any rights or interests in the assets and property described above in this definition of Collateral, all supporting obligations; and

(iv) all products and cash proceeds and noncash proceeds (including all rents, revenues, issues, and profits arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any and all of the assets and property described above in this definition of Collateral or any interest therein) of any and all of the assets and property described above in this definition of Collateral, and all additions, accessions, attachments, parts, appurtenances and improvements to, replacements and substitutions of, and all supporting obligations for, guaranties of, insurance or condemnation proceeds of, and documents covering, the assets and property described above in this definition of Collateral, all sales of accounts, all tort or other claims against third parties arising out of damage or destruction of property described above in this definition of Collateral, and all property received wholly or partly in trade or exchange for property described above in this definition of Collateral.

Notwithstanding the foregoing, the Collateral shall not include any Excluded Collateral.

**3. DEFINITIONS:** As used herein, the following capitalized terms will have the following meanings:

(a) ***“Accounts”*** means all accounts, accounts receivable, health-care-insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from foreign, federal, state or local governments and all obligations in any form including those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of purchase and other security and supporting obligations for any of the above; all merchandise returned to or reclaimed by Debtor; all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or Person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all “accounts” as the same is now or hereafter defined in the Massachusetts UCC (as hereafter defined).

(b) ***“Equipment”*** means all goods (other than Inventory, farm products or consumer goods), machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts, jigs (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Secured Party’s copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, all supplies used or useful in connection therewith, and all “equipment” as the same is now or hereafter defined in the Massachusetts UCC.

(c) **“General Intangibles”** means all general intangibles (including the Pledged Collateral (as such term is defined in the Pledge Agreement by Mitch Thrower in favor of Secured Party of even date herewith) in each Debtor, to the extent such Ownership Interests constitute general intangibles), choses in action, causes of action, obligations or indebtedness owed to Debtor from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts) including patents, trademarks, trade names, service marks, copyrights, patent applications, trademark or service mark applications, copyright applications and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, insurance refunds, insurance refund claims, pension plan refunds, pension plan reversions, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, the equipment containing any such information, and all “general intangibles” as the same is now or hereafter defined in the Massachusetts UCC.

(d) **“Inventory”** means all goods (other than Equipment, farm products or consumer goods), supplies, wares, merchandises and other tangible personal property, including goods in transit, raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all “inventory” as the same is now or hereafter defined in the Massachusetts UCC.

(e) **“Investment Property”** means all securities (including, without limitation, Pledgor’s Ownership Interests in the Company, to the extent such Ownership Interests constitute securities), whether certificated or uncertificated, financial assets, security entitlements, securities accounts, commodity contracts or commodity accounts; and all “investment property” as the same is now or hereafter defined in the Massachusetts UCC.

(f) **“Uniform Commercial Code”** means the Uniform Commercial Code as adopted in each applicable jurisdiction in which the Collateral is located, as amended or superseded from time to time. The **“Massachusetts UCC”** means the Uniform Commercial Code, as adopted in Massachusetts, as amended or superseded from time to time.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Massachusetts UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Massachusetts UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

#### **4. REPRESENTATIONS AND WARRANTIES; COVENANTS:**

4.1 **Representations and Warranties.** To induce Secured Party to issue securities, make loans and other extensions of credit to Debtor pursuant to the Transaction Documents, Debtor represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Purchase Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Debtor is a corporation or limited liability company, as the case may be, with its chief executive office and mailing address located at the address set forth on Exhibit A. Debtor is a duly organized and validly existing corporation or limited liability company, as the case may be, under the laws of its state of formation, with an organizational number, as set forth on Exhibit A. Debtor further warrants that its exact legal name is the same as that set forth in Exhibit A. Debtor's federal tax identification number is as set forth on Exhibit A. Exhibit A attached to this Agreement lists, as of the Effective Date, the location of any and all of the Collateral that consists of any tangible personal property except to the extent certificates or instruments, if any, representing Collateral are in the possession of Secured Party;

(b) Debtor is, and as to any property which at any time forms a part of the Collateral, shall be, the owner of each and every item of the Collateral (exclusive of that property for which Debtor has only a leasehold estate), or otherwise has the right to grant a security interest in the Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(c) Debtor has the right to grant the security interest hereby granted;

(d) As to any Accounts which are or become part of the Collateral, each such Account is a valid Account;

(e) All trade names, assumed names, fictitious names and other names used by Debtor during the five (5) year period preceding the date of this Agreement are set forth on Exhibit A, and Debtor has not, during the preceding five (5) year period, except as may be set forth on Exhibit A, acquired any of its assets in any bulk transfer;

(f) Except as set forth on Exhibit B or as expressly permitted under the Purchase Agreement, Debtor has no rights, titles or interests in, or with respect to, any investment property, deposit accounts, letters of credit, electronic chattel paper, or any instruments, including promissory notes, except checks received in the ordinary course of business in payment of Accounts; and

(g) Each item of Inventory is valued by Debtor on its books and records and referred to in its reports to Secured Party at the lower of cost or market.

4.2 Covenants. To induce Secured Party to issue the securities, make the loans and other extensions of credit to Debtor pursuant to the Transaction Documents, Debtor covenants with Secured Party that, until the Termination of this Agreement in accordance with *Section 9(k)*, Debtor will defend the Collateral and each and every part thereof against all claims of all Persons at any time claiming any material portion of the Collateral or claiming any material interest therein adverse to Secured Party except to the extent, if any, of any Permitted Liens. If a Lien is filed against the Collateral or any material portion thereof (excluding Permitted Liens), Debtor will use its best efforts to remove such Lien to the satisfaction of Secured Party within a period of 30 days after the earlier of the date (a) Secured Party notifies Debtor of such Lien, or (b) on which any officer of Debtor has knowledge of such Lien.

## 5. DEBTOR'S RESPONSIBILITIES:

(a) Until Termination of this Agreement occurs in accordance with *Section 9(k)*, Debtor will:

(i) furnish to Secured Party in writing upon Secured Party's reasonable request, a general description of all Collateral and the location of such Collateral for the purpose of identifying the Collateral and, further, execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Secured Party shall reasonably require for the purpose of confirming and perfecting Secured Party's security interest in and Lien on any or all of the Collateral, subject to Permitted Liens, or as is necessary to provide Secured Party with control (within the meaning of the Uniform Commercial Code) over the Collateral or any portion thereof, to perfect Secured Party's security interest in such Collateral;

(ii) handle, maintain and store the Collateral in accordance with all applicable laws, rules, regulations, ordinances and governmental orders and pursuant to commercially reasonable business practices;

(iii) notify Secured Party at least 30 days in advance in writing of (A) any change in Debtor's (1) chief executive office, principal place of business, or other places of business, or the opening of any new places of business, (2) exact legal name as set forth in the first paragraph of this Agreement, or (3) names from those set forth on Exhibit A, or (B) the adoption by Debtor of trade names, assumed names or fictitious names (and if Debtor so notified Secured Party of such change or adoption, Exhibit A shall be deemed amended to take into account such change or adoption), and, further, notify Secured Party promptly in writing of any information which Debtor has or may receive which would reasonably be expected to have a Material Adverse Effect on the value of the Collateral or the rights of Secured Party with respect thereto;

(iv) pay all costs of filing any financing, continuation or termination statements with respect to the security interest created hereby, and pay all reasonable expenses and reasonable attorneys' fees of Secured Party incurred by Secured Party after the Closing Date in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law within ten (10) days after receipt of an invoice and supporting documentation thereof; and Debtor agrees that such reasonable expenses, in each instance, and reasonable fees shall constitute part of the Obligations and be secured by the Collateral;

(v) except for Inventory in transit in the ordinary course of business, maintain possession of all tangible Collateral at the locations set forth on Exhibit A (as such exhibit may be amended from time to time by written agreement of Secured Party and Debtor) and not remove the Collateral from those locations except on the satisfaction of the following conditions: (A) Debtor has given Secured Party at least 30 days' prior notice of such action, (B) Debtor has complied with the other terms of this Agreement, (C) such location is within the United States, and (D) Secured Party continuously maintains its first priority Lien (subject to Permitted Liens) thereon. Notwithstanding the foregoing, the limitations in this clause (v) shall not apply to (i) Collateral in the possession or control of Secured Party; (ii) Collateral moved from one location listed on Exhibit A to another location listed on Exhibit A, or (iii) Collateral that is sold or abandoned in the ordinary course of Debtor's business and in compliance with the Purchase Agreement;

(vi) take any other and further action necessary or reasonably desirable, as reasonably requested in writing by Secured Party, and subject to Permitted Liens, (A) to grant Secured Party control (within the meaning of the Uniform Commercial Code) over any Collateral that can be perfected by control (within the meaning of the Uniform Commercial Code), including the execution and/or authentication of any collateral assignments or third party agreements and (B) to cause delivery of the Collateral to the possession of Secured Party (but only to the extent (1) expressly required by the Purchase Agreement or elsewhere in this Agreement or the other Transaction Documents or (2) required by Secured Party after the occurrence and during the continuance of an Event of Default);

(vii) if Debtor shall at any time hold or acquire a commercial tort claim with an individual value in excess of \$25,000, promptly notify Secured Party in a writing signed by Debtor of the particulars thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Secured Party;

(viii) deliver to Secured Party, promptly on Secured Party's request, any instrument (whether negotiable or non-negotiable) or any chattel paper that evidences any amount exceeding \$25,000 payable under or in connection with any of the Collateral, which, in each instance, is duly indorsed to Secured Party in a manner reasonably acceptable to it, to be held as Collateral pursuant to this Agreement;

(ix) not, without the prior written consent of Secured Party, change the form of or the jurisdiction of Debtor's organization or tax identification number (and if Secured Party so consents, Exhibit A shall be deemed amended to take into account such change);

(x) not back date, post-date or re-date any invoice issued by Debtor with respect to any Account;

(xi) furnish copies of invoices issued by Debtor in connection with the Collateral, furnish certificates of insurance evidencing insurance on the Collateral in accordance with the Purchase Agreement, furnish proof of payment of taxes and assessments on the Collateral, make available to Secured Party any and all of Debtor's books, records, written memoranda, correspondence, purchase orders, invoices and other instruments or writings that in any way evidence or relate to the Collateral; and

(xii) on Secured Party's reasonable request, deliver to Secured Party any and all certificates or like documents of title evidencing the ownership of the Collateral, including any certificates of title and applications for title pertaining to Debtor's motor vehicles, if any, so that Secured Party may cause its security interest and Lien to be noted on such certificates of title. Debtor will not permit any of its Equipment to become an accession to other personal property not constituting part of the Collateral.

(b) To protect, perfect, or enforce, from time to time, Secured Party's rights or interests in the Collateral, Secured Party may, in its discretion (but without any obligation to do so), (i) discharge any Liens (other than Permitted Liens so long as no Event of Default has occurred and is

continuing) at any time levied or placed on the Collateral, (ii) pay any insurance required by the Purchase Agreement to the extent Debtor has failed to timely pay the same after notice to Debtor, and (iii) obtain any record from any service bureau and pay such service bureau the cost thereof. All reasonable out-of-pocket costs and expenses incurred by Secured Party in exercising its rights under this subparagraph (b) will be part of the Obligations, payable within 10 days after receipt of an invoice and supporting documentation thereof, and secured by the Collateral.

(c) Debtor shall remain liable under any contracts and agreements included in the Collateral to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, and Secured Party shall not have any obligation or liability under such contracts and agreements by reason of this Agreement or otherwise.

## 6. ACCOUNTS:

(a) Debtor hereby agrees that Secured Party may, upon the occurrence and during the continuation of an Event of Default, serve written notice on Debtor instructing Debtor to deliver to Secured Party all subsequent payments on Accounts which Debtor shall do until notified otherwise.

(b) Secured Party may, upon the occurrence and during the continuation of an Event of Default, notify the account debtor(s) of its security interest and instruct such account debtor(s) to make further payments on Accounts to Secured Party instead of to Debtor.

(c) Secured Party may also, at any time and from time to time during the continuance of an Event of Default, in its own name or in the name of others, periodically communicate with Debtor's account debtors, customers and other obligors to verify with them, to Secured Party's satisfaction in good faith, the existence, amount and terms of any sums owed by such account debtors, customers or other obligors to Debtor and the nature of any such account debtor's, customer's or other obligor's relationship with Debtor.

(d) Secured Party may, upon the occurrence and during the continuation of an Event of Default, serve written notice upon Debtor that all subsequent billings or statements of account rendered to any account debtor shall bear a notation directing the account debtor(s) to make payment directly to Secured Party.

7. **POWER OF ATTORNEY:** Debtor hereby irrevocably appoints (a) Secured Party and (b) each and every Person to whom Secured Party shall from time to time have delegated, to the extent not inconsistent with Section 8.5 of the Purchase Agreement, the exercise of the power of attorney conferred by this Section 7 jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and (i) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting Secured Party's security interest in the Collateral and any other documents necessary or reasonably desirable to perfect or otherwise protect or maintain the security interest granted herein; (ii) to execute and/or authenticate, after Debtor's failure to so act after Secured Party's reasonable written request therefor, any third party agreements or collateral assignments to grant Secured Party control over the Collateral (to the extent control is necessary to perfect Secured Party's security interest in such Collateral),

including third party agreements between Debtor, Secured Party, and depository institutions, securities intermediaries, and issuers of letters of credit or other supporting obligations which third party agreements direct the third party to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof; and (iii) to issue, without further consent of Debtor upon the occurrence and during the continuance of an Event of Default, all (A) instructions to any bank at which any deposit account is maintained with respect to all existing or future funds held in such deposit account and (B) exclusive entitlement orders to all securities intermediaries with respect to all existing or future investment property held in any securities account maintained by such securities intermediary. Secured Party shall have full power to delegate the power conferred on it by this Section 7, but no such delegation shall preclude the subsequent exercise of such power by Secured Party itself or preclude Secured Party from making a subsequent delegation thereof to some other Person; any such delegation may be revoked by Secured Party at any time. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

## 8. DEFAULT:

(a) After the occurrence and during the continuance of an Event of Default:

(i) Secured Party may resort to the rights and remedies available at law, in equity and under this Agreement and the other Transaction Documents, including the rights and remedies of a secured party under the Uniform Commercial Code, including the right (A) to enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (B) to ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (C) to sell the Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations (other than contingent obligations which survive termination of the Purchase Agreement for which Secured Party has not made a claim), only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition;

(ii) Debtor will, upon written request, assemble the Collateral and any records pertaining thereto and make them available at a place reasonably designated by Secured Party; and

(iii) Secured Party may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Transaction Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Collateral is finally made and consummated. Secured Party may use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Transaction Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceeding. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (i) clean up or otherwise prepare any of the Collateral for sale, (ii) pursue any Person to collect any of the Obligations, or (iii) exercise collection remedies against any Persons obligated on the Collateral. Secured Party's compliance with applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code, in connection with a disposition of any or all of the Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Collateral under the Uniform Commercial Code.

## **9. GENERAL PROVISIONS:**

(a) This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Debtor may not assign this Agreement or any rights or obligations under it without the prior written consent of Secured Party, which may be granted or withheld in Secured Party's sole discretion. Secured Party has the right, without the consent of or notice to Debtor, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, such that Secured Party's obligations, rights and benefits under this Agreement, the other Transaction Documents, and the Revenue Linked Security or any related agreement to any Person other than a person whose primary business is substantially the same as the business of any member of the Company Group.

(b) Debtor hereby grants to Secured Party, and hereby acknowledges and agrees that, in addition to the security interest granted herein, Secured Party has, a banker's lien and common law right of set-off in and to Debtor's deposits, deposit accounts, securities, and other accounts and credits held by Secured Party. Debtor further acknowledges and agrees that Secured Party may apply or set-off such deposits or other sums against the Obligations, whether or not matured or then due, upon the occurrence and during the continuation of an Event of Default. Secured Party has the right at any time following the occurrence and during the continuation of an Event of Default to refuse to allow withdrawals from any account of Debtor.

(c) This Agreement, the exhibits hereto and the other Transaction Documents constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements and understandings of the parties in connection therewith, including the Term Sheet, dated September 11, 2014, between the Secured Party and the Debtor, which, except for those sections which are explicitly binding on the parties thereto, shall be deemed terminated and of no further force or effect. This Agreement is not intended to confer upon any Person other than the Debtor and the Secured Party any rights or remedies hereunder.

Any documents delivered by, or on behalf of, any Person by fax transmission or other electronic delivery of an image file reflecting the execution thereof: (i) may be relied on by all Persons as if the document were a manually signed original and (ii) will be binding on all Persons for all purposes of the Transaction Documents. If there is any conflict, ambiguity, or inconsistency between the terms of this Agreement or any of the other Transaction Documents, then the applicable terms and provisions providing the Secured Party with greater rights, remedies, powers, privileges, or benefits will control. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(d) THE PROVISIONS OF THIS AGREEMENT REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED, THE IN REM RIGHTS AND REMEDIES OF THE PARTIES, AND ANY AND ALL PROCEDURAL MATTERS, SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE COLLATERAL IS LOCATED. ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT THE APPLICATION OF ANY CONFLICT OF LAW OR CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

(e) Any invalidity, illegality or unenforceability of any provision of this Agreement in any jurisdiction shall not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and shall not invalidate or render illegal or unenforceable such provisions in any other jurisdiction. The Debtor and the Secured Party shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

(f) Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction, any initial financing statements and amendments thereto that (i) indicate the Collateral (A) as all assets of Debtor, whether now owned or hereafter acquired or arising, and all proceeds and products thereof and (B) as being of an equal or lesser scope or with greater detail, and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including if Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any creditor, landlord or any other Person as may be necessary under applicable laws to evidence, protect, perfect, or, after the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Collateral.

(g) Secured Party shall have no duty of care with respect to the Collateral except that Secured Party shall exercise reasonable care with respect to the Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if such property is accorded treatment substantially equal to that which Secured Party accords its own property that is similar to the Collateral. Secured Party will not be deemed to have, and nothing in this subparagraph (g) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(h) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

(i) THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT THE APPLICATION OF ANY CONFLICT OF LAW OR CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

To the extent permitted by applicable law, Debtor and Secured Party hereby absolutely and irrevocably consent and submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of any federal court located in the said jurisdiction in connection with any actions or proceedings brought against them arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of any such action or proceeding shall be heard and determined in any such court. Debtor and Secured Party hereby each waive and agree not to assert in any action or proceeding to enforce this Agreement, in each case, to the fullest extent permitted by applicable law, any claim that (a) they are not personally subject to the jurisdiction of any such court, (b) they are immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to their property, (c) any such suit, action or proceeding is brought in an inconvenient forum, (d) the venue of any such suit, action or proceeding is improper, or (e) this Agreement may not be enforced in or by any such court.

In any such action or proceeding, to the fullest extent permitted by applicable law, Debtor and Secured Party hereby absolutely and irrevocably waive personal service of any summons, complaint, declaration or other process and hereby absolutely and irrevocably agree that the service thereof may be made by certified or registered first-class mail directed to the applicable address as set forth in Section 8.2 of the Purchase Agreement.

THE DEBTOR (ON ITS BEHALF AND ON BEHALF OF EACH SUBSIDIARY) AND THE SECURED PARTY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE DEBTOR, ANY SUBSIDIARY OR THE SECURED PARTY IN RESPECT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT, ANY OTHER DOCUMENT, SECURITY, NOTE, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR OTHERWISE RELATING TO THIS AGREEMENT.

(j) All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. No failure on the part of either party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right. Notwithstanding any other provision of this Agreement, it is understood and agreed that remedies at law would be inadequate in the case of any breach of the covenants contained in this Agreement. The Debtor and the Secured Party shall be entitled to equitable relief, including the remedy of specific performance, with respect to any breach or attempted breach of such covenants by the other party. The Debtor waives notice of non-payment (except as expressly required by this Agreement or the other Transaction Documents), demand, presentment, protest or notice of protest of any Collateral, the benefit of all valuation and appraisal laws following the occurrence and during the continuance of an Event of Default, and all other notices (except those notices specifically provided for in this Agreement). The Debtor waives notice of the Secured Party's intention to accelerate and any notice of acceleration. To the fullest extent not prohibited by law, the Debtor waives and agrees not to assert any claim against the Secured Party under any theory for consequential, special, indirect or punitive damages. No delay on the part of Secured Party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof. The failure of Secured Party at any time or times to insist upon strict compliance with any term, covenant, agreement, condition or other provision or to exercise any right or remedy with respect to such failure or to require performance of any thereof shall in no manner affect its right at a later time to enforce the same or constitute a waiver of any such term, covenant, agreement, condition or other provision or any breach or default or Event of Default in connection therewith. No delay or omission on the part of the Secured Party in exercising any right, remedy or power arising from any Event of Default shall impair any such right, remedy or power or any other right remedy or power or be considered a waiver or any right, remedy or power or any Event of Default nor shall the action or omission to act by the Secured Party upon the occurrence of any Event of Default impair any right, remedy or power arising as a result thereof or affect any subsequent Event of Default of the same or different nature. The Debtor hereby appoints the Secured Party, as its attorney-in-fact to indorse its name on all instruments and other documents payable to the Debtor. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by the Debtor under this Agreement and the other Transaction Documents; provided that the Debtor shall not be relieved of such obligation under this Agreement and the other Transaction Documents. The powers of attorney described in this paragraph are coupled with an interest which cannot be revoked until repayment of all Obligations.

(k) This Agreement will terminate ("Termination") upon the full performance, payment and satisfaction of the Obligations (other than contingent obligations which survive

termination of the Purchase Agreement for which Secured Party has not made a claim). Upon such Termination, Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Secured Party hereunder on the Collateral or similar instrument of re-conveyance prepared by Secured Party and shall deliver UCC termination statements with respect to its Liens on the Collateral.

(l) This Agreement may be amended only by agreement in writing of Debtor and Secured Party. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

(m) Any notice required, permitted or contemplated hereunder shall, except as expressly provided in this Agreement, be in writing and given in accordance with the Purchase Agreement.

*[Signature Page Follows]*

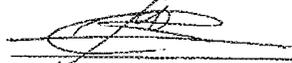
IN WITNESS WHEREOF, this Security Agreement is made and dated as of the Effective Date.

**DEBTOR:**

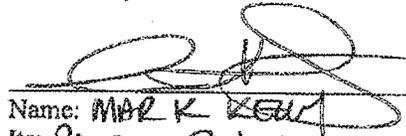
BUMP NETWORK

By:   
Name: GREG PARISE  
Its: CEO

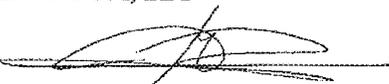
GLOBAL EVENT DATA, INC.

By:   
Name: GREG PARISE  
Its: PRESIDENT

PIXELPUSHERS, INC.

By:   
Name: MARK K. KELL  
Its: PRESIDENT & CEO.

EVENTS.COM, LLC

By:   
Name: GREG PARISE  
Its: CEO

**SECURED PARTY:**

ARCTARIS ROYALTY VENTURES  
CO-INVESTMENT LIMITED  
PARTNERSHIP

By: \_\_\_\_\_  
Name: Jonathan Tower  
Title: Manager

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, this Security Agreement is made and dated as of the Effective Date.

**DEBTOR:**

BUMP NETWORK

By: \_\_\_\_\_  
Name:  
Its:

GLOBAL EVENT DATA, INC.

By: \_\_\_\_\_  
Name:  
Its:

PIXELPUSHERS, INC.

By: \_\_\_\_\_  
Name:  
Its:

EVENTS.COM, LLC

By: \_\_\_\_\_  
Name:  
Its:

**SECURED PARTY:**

ARCTARIS ROYALTY VENTURES  
CO-INVESTMENT LIMITED  
PARTNERSHIP

By:  \_\_\_\_\_  
Name: Jonathan Tower  
Title: Manager

[Signature Page to Security Agreement]

**Schedule 2.9**  
**Intellectual Property**

**Trademarks**

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BUMP	USA	52030299	5/4/2010		
BUMP.COM	USA	85287257	5/5/2011		
BUMP CHAT	USA	77611817	11/11/2008	3674403	8/25/2009
BUMP	CANADA	1502602	11/4/2010		
BUMP	CHINA	11000983	5/31/2012		
BUMP	EU	9498791	11/4/2010		
BUMP.COM	EU	10311934	10/4/2011		
BUMP	INDIA	2340836	5/31/2012		
BUMP	MEXICO	1132044	11/4/2010	1201563	2/15/2011
BUMP	MEXICO	1132045	11/4/2010	1239988	9/27/2011
BUMP	MEXICO	1132046	11/4/2010	1246746	10/21/2011
BUMP	USA	85289669	4/7/2011		
BUMP	USA	77701789	3/30/2009		
BUMP	USA	85289671	4/7/2011		
BUMP	USA	85289672	4/7/2011		
BUMP	USA	85289675	4/7/2011		
BUMP	USA	85289677	4/7/2011		

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BUMP PAY	USA	85549958	2/22/2012		
BUMP	CANADA	1546958	10/7/2011		
BUMP	CTM	9420704	3/11/2011		
BUMP	CTM	9930471	11/9/2011		
BUMP	AUSTRALIA	1452272	10/5/2011		
BUMP	HONG KONG	301903581	5/29/2011		
BUMP	S. KOREA	4520110001913	5/4/2011		
BUMP	TAIWAN	10051197	10/5/2011		
BUMP	CHINA	10035996	10/8/2011		
BUMP	CHINA	10035994	10/8/2011		
BUMP	CHINA	10035995	10/8/2011		
BUMP	CHINA	10035997	10/8/2011		
BUMP	CHINA	10036012	10/8/2011		
EVENTS.COM	USA	85915994	4/26/2013		
EVENTS.COM	USA	86181747	1/31/2014		
FIND MORE DO MORE	USA	85724865	9/10/2012		
GABLIT	USA	85627628	5/16/2012	4,370,823	7/23/2013
BIBNUMBERS	CANADA	1446160	7/27/2009	TMA849895	4/30/2013
BIBNUMBERS	USA			4010613	8/9/2011
EventsOnline.ca (logo)	CANADA	1439129	5/25/2009	TMA784727	12/13/2010

Patents

<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent. No.</u>	<u>Date Granted</u>
Inter Vehicle Communication System	13/648,003	10/9/2012	8,713,121	4/29/2014
Systems and methods for user interaction based on license or other identification information	13/231,760	9/13/2011		
Unique identifier addressing and messaging enabling digital communication, content transfer, and related commerce	12/784,421	5/20/2010		
Systems and methods for electronic communication using unique identifiers associated with electronic addresses	61/513,415	7/29/2011		
Event search engine	61/717,350	10/23/2012		

<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent. No.</u>	<u>Date Granted</u>
Methods and systems for automatic registration using previously used credentials	61/737898	12/17/2012		