

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Theorem Inc.		07/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ABC Funding, LLC, as collateral agent		
Street Address:	222 Berkeley Street		
Internal Address:	17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3111281	THEOREM ANALYTICS	
Registration Number:	3100152	THEOREM	
Registration Number:	4122434	SMART ADAPTERS FOR MARKETERS (SAM)	
Registration Number:	4147937	SAM SMART ADAPTERS FOR MARKETERS	
Registration Number:	3922663	MAXIMIZING THE DIGITAL WORLD	
Registration Number:	3922662	CREATIVESONTAP	
Registration Number:	3928263	CREATIVESONTAP	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077199-0003		
NAME OF SUBMITTER:	Scott Kareff (077199-0003)		

CH \$190.00 3111281

SIGNATURE:	/kc for sk/
DATE SIGNED:	01/13/2015
Total Attachments: 5 source=Trademark Assignment for Security for Theorem Inc#page1.tif source=Trademark Assignment for Security for Theorem Inc#page2.tif source=Trademark Assignment for Security for Theorem Inc#page3.tif source=Trademark Assignment for Security for Theorem Inc#page4.tif source=Trademark Assignment for Security for Theorem Inc#page5.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Theorem Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated July 15, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of ABC Funding, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

THEOREM INC.

By:

Name:
Title:


SANSI KUKAONI
CEO

SCHEDULE A TO ASSIGNMENT FOR SECURITY

See Attached.

Intellectual Property

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
THEOREM INC.	USPTO	Theorem Analytics	3111281	11-1-2004	7-4-2006
THEOREM INC.	USPTO	Theorem	3100152	11-1-2004	6-6-2006
THEOREM INC.	USPTO	Smart Adapters for Marketers (SAM)	4122434	6-28-2010	4-3-12
THEOREM INC.	USPTO	SAM Smart Adapters for Marketers	4147937	8-2-2011	5-22-12
THEOREM INC.	USPTO	Maximizing the Digital World	3922663	6-28-2010	2-22-11
THEOREM INC.	USPTO	CreativesOnTap (standard)	3922662	6-28-2010	2-22-11
THEOREM INC.	USPTO	CreativesOnTap (design)	3928263	6-28-2010	3-8-11
THEOREM INC.	CTM (EU)	Theorem Analytics	006481147	12-3-2007	pending
THEOREM INC.	CTM (EU)	Theorem	00641048	12-3-2007	pending
THEOREM INC.	CTM (EU)	The Online Marketing Ecosystem	007091226	7-25-2008	8-20-2009
THEOREM INC.	CTM (EU)	SAM Smart Adapters for Marketers	006481246	12-3-2007	5-27-2009
THEOREM INC.	CTM (EU)	Maximizing the Digital World	007090905	7-25-2008	8-20-2009
THEOREM INC.	CTM (EU)	CreativesOnTap	007407679	11-8-2008	7-21-2009

DOC ID - 21315887.2

THEOREM INC.	UK	Theorem	2507580	unavailable	1-30-2009
THEOREM INC.	OHIM	Theorem Analytics	006481147	unavailable	11-5-2010
THEOREM INC.	OHIM	Theorem	006481048	unavailable	4-14-2011
THEOREM INC.	OHIM	The Online Marketing Ecosystem	007091226	unavailable	8-20-2009
THEOREM INC.	OHIM	SAM Smart Adapters for Marketers	006481246	unavailable	5-27-2009
THEOREM INC.	OHIM	Maximizing the Digital World	007090905	unavailable	8-20-2009
THEOREM INC.	OHIM	CreativesOnTap	007407679	unavailable	7-21-2009

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