

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333850

<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>
TAPAD, INC.		03/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	505 FIFTH AVENUE, 11TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<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>	4080183	TAPAD	
<b>Registration Number:</b>	4437710	THE DEVICE GRAPH	
<b>Registration Number:</b>	4663189	UNIFY LIFE ACROSS DEVICES	
<b>Registration Number:</b>	4681074	TAPAD	
<b>Serial Number:</b>	86282924	UNIFIED BY TAPAD	
<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>	Brandie Sullivan		
<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>	F154318		
<b>NAME OF SUBMITTER:</b>	Monica Courtade		
<b>SIGNATURE:</b>	/Monica Courtade/		
<b>DATE SIGNED:</b>	03/03/2015		

OP \$140.00 4080183

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 2, 2015 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Fifth Avenue, 11<sup>th</sup> Floor, New York, New York 10017 ("Bank") and **TAPAD, INC.**, a Delaware corporation, with its principal place of business located at 60 Madison Avenue, 3rd Floor, New York, New York 10010 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain (i) Loan and Security Agreement by and between Bank and Grantor dated as of September 27, 2013, as amended by a certain First Loan Modification Agreement dated as of March 10, 2014, as further amended by a certain Second Loan Modification Agreement dated as of May 30, 2014, as further amended by a certain Third Loan Modification Agreement dated as of October 6, 2014, and as further amended by a certain Fourth Loan Modification Agreement dated as of even date herewith and (ii) Subordinated Loan and Security Agreement by and between Bank and Grantor dated as of even date herewith (as the same may have been and as may be further amended, modified, supplemented, or restated from time to time, collectively, 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 to Bank.

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.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used herein are used as defined in the Loan Agreement.

2. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 now or hereafter existing, created, acquired or held (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the Copyright applications and registrations listed on Exhibit A, the Patent applications and registrations listed on Exhibit B, the Trademark applications and registrations listed on Exhibit C, and the mask works applications and registrations listed on Exhibit D.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest or other lien in such trademark application as of the date of such grant would adversely affect the enforceability or validity of such trademark application.

3. 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.

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

[Signature page follows.]

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:

TAPAD, INC.

By:           *Ace Tamasdahl*          

Title:           *Ace Tamasdahl*            
          *CEO/founder*                  

BANK:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

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:

TAPAD, INC.

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By:           *Bob J. Wil*          

Title:           *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>
MANAGING ASSOCIATIONS BETWEEN DEVICE IDENTIFIERS	US13/677,110	November 14, 2012
IDENTIFICATION ET PISTAGE DE L'ACTIVITÉ D'UN UTILISATEUR LORS DE L'UTILISATION DE DISPOSITIFS RELIÉS EN RÉSEAU, SUR LA BASE D'ASSOCIATIONS ENTRE DES IDENTIFICATEURS DE DISPOSITIFS PHYSIQUES OU DES APPLICATIONS LOGICIELLES (IDENTIFYING AND TRACKING USER ACTIVITY WHEN USING NETWORKED DEVICES BASED ON ASSOCIATIONS BETWEEN IDENTIFIERS FOR PHYSICAL DEVICES OR SOFTWARE APPLICATIONS)	PCT/US2012/065220	November 12, 2012



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TAPAD	4,080,183	January 3, 2012
THE DEVICE GRAPH	4,437,710	November 19, 2013
UNIFIED BY TAPAD	86/282,924	May 15, 2014
UNIFY LIFE ACROSS DEVICES	4,663,189	December 30, 2014
TAPAD	4,681,074	February 3, 2015
TAPAD	1106072 (OHIM)	December 27, 2011

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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