

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Say Media, Inc.		03/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 Macarthur Boulevard		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial bank: CALIFORNIA		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3501779	+	
Registration Number:	3590201	+	
Registration Number:	3605224	VIDEOEGG	
Registration Number:	3652081	ADFRAMES	
Registration Number:	3658053		
Registration Number:	3663723	VIDEOEGG	
Registration Number:	3676389		
Registration Number:	3731282	TWIG	
Registration Number:	3741810		
Registration Number:	3769999		
Registration Number:	3849321		
Registration Number:	3852150		
Registration Number:	3859951	PEOPLENETWORKS	
Registration Number:	4061340	SAY:	
Registration Number:	4074198	XOJANE	
Registration Number:	4074917	SAY MEDIA	
Registration Number:	4339096	ADFRAMES SPARK	
Registration Number:	4353834	SAY"	
Registration Number:	4353835	SAY"	

CH \$865.00 3501779

Property Type	Number	Word Mark
Registration Number:	4357773	SAY
Registration Number:	4357774	SAY
Registration Number:	4357775	SAY
Registration Number:	4357793	SAY"
Registration Number:	4506981	XOVAIN
Registration Number:	4556174	SAY MEDIA
Registration Number:	3679776	ATTENTIONRANK
Serial Number:	86400671	SAY DAILY
Serial Number:	86400572	SAY DAILY
Serial Number:	86396225	ADAPTIVE
Serial Number:	85762728	SAY
Serial Number:	85763447	SAY"
Serial Number:	85109874	SAY MEDIA
Serial Number:	85109878	SAY MEDIA
Serial Number:	86396060	TEMPEST

CORRESPONDENCE DATA

Fax Number: 3122585600

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: 312-258-5724

Email: cbollinger@schiffhardin.com

Correspondent Name: Chris L. Bollinger

Address Line 1: P.O. Box 06079

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	41907-0016
NAME OF SUBMITTER:	Chris L. Bollinger
SIGNATURE:	/Chris L. Bollinger/
DATE SIGNED:	04/10/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of March 31, 2015, is made by **SAY MEDIA, INC.**, a Delaware corporation (herein referred to as "*Grantor*" or "*Debtor*") in favor of **OPUS BANK**, a California Commercial Bank ("*Opus*" or "*Lender*") as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender, Grantor has executed and delivered that certain General Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an "*IP Security Agreement Supplement*"), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Trademarks*");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

[Signature Page Follows]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

Say Media, Inc.
180 Townsend St.
San Francisco, CA 94107
Attention: legal

SAY MEDIA, INC., a Delaware corporation,
as Debtor

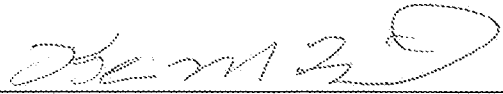
By: 

Name: Matthew Sanchez

Its: Chief Executive Officer

IN WITNESS WHEREOF, the Lender has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPUS BANK, as Lender

By: 
Name: Kevin P. McBride
Its: Senior Managing Director

Address for Notices:

303 Twin Dolphin Drive
#6006
Redwood Shores, California 94065
Attn: Kevin McBride, Managing Director
Telephone: (415) 683-9580
E-mail: kmcbride@opusbank.com

**Schedule A to the
IP Security Agreement**

PATENTS:

TITLE	SERIAL NO.	FILING DATE	ISSUE DATE	PATENT NO.
Browser Based Multi-Clip Video Editing	11620779	Jan 8, 2007	Apr 10, 2012	8156176
Browser Enabled Video Manipulation	2605558	Apr 20, 2006		
Browser Based Video Editing	11620783	Jan 8, 2007	Oct 5, 2010	7809802
Video Editing With Timeline Representations	11620785	Jan 8, 2007	Aug 3, 2010	7769819
Systems and Methods for Displaying Content with Discrete Content Zones	13793714	Mar 11, 2013		
Systems and Methods for Managing and Publishing Managed Content	13793738	Mar 11, 2013		
Systems and Methods for Displaying Content with Inline Advertising Zones	13793751	Mar 11, 2013		
Systems and Methods for Categorizing and Measuring Engagement with Content	13792855	Mar 11, 2013		

**Schedule B to the
IP Security Agreement**

TRADEMARKS

Trademark	Application Number; Filing Date	Publication Number; Publication Date	Registration Number; Registration Date	Country
SAY DAILY	86400572			USA
SAY DAILY	86400671			
DESIGN (B/W) - 35	77/431163 25-Mar-2008	01-Jul-2008	3501779 16-Sep-2008	USA
+ DESIGN (COLOR) - 35	77/431169 25-Mar-2008	30-Dec-2008	3590201 17-Mar-2009	USA
ADAPTIVE - 35	86/396225 16-Sep-2014			USA
ADFRAMES – 35	77/386487 01-Feb-2008	7-Jan-2009	3652081 07-Jul-2009	USA
ADFRAMES DESIGN (B/W) – 35	77/704669 01-Apr-2009	06-Jul-2010	3849321 21-Sep-2010	USA
ADFRAMES DESIGN (COLOR) - 35	77/704674 01-Apr-2009	13-Jul-2010	3852150 28-Sep-2010	USA
ADFRAMES DESIGN (COLOR/BW) -35	1330304 09-Nov-2009	18-Nov-2010	1330304 28-Feb-2011	Australia
ADFRAMES DESIGN B/W – 35	1458816 12-Nov-2009	16-Feb-2011	799723 10-Jun-2011	Canada
ADFRAMES DESIGN B/W – 35	008673212 09-Nov-2009	01-Feb-2010	008673212 20-May-2010	EU
ADFRAMES DESIGN COLOR - 35	1458818 12-Nov-2009	16-Feb-2011	799598 08-Jun-2011	Canada
ADFRAMES DESIGN COLOR - 35	008673147 09-Nov-2009	2010/014 25-Jan-2010	008673147 10-May-2010	EU
ADFRAMES SPARK - 35	85/099710 04-Aug-2010	19-Jul-2011	4339096 21-May-2013	USA
ATTENTIONRANK – 35	77/706285 03-Apr-2009	23-Jun-2009	679776 08-Sep-2009	USA
EGG + DESIGN (B/W) – 35	77/645543 08-Jan-2009	10-Nov-2009	3741810 26-Jan-2010	USA
EGG + DESIGN (COLOR) – 35	77/676163 23-Feb-2009	05-May-2009	3658053 21-Jul-2009	USA

Trademark	Application Number; Filing Date	Publication Number; Publication Date	Registration Number; Registration Date	Country
EGG + DESIGN (COLOR/BW) – 35	1330302 09-Nov-2009	18-Nov-2010	1330302 28-Feb-2011	Australia
EGG + DESIGN B/W – 35	1458814 12-Nov-2009	16-Jun-2010	TMA779514 08-Oct-2010	Canada
EGG + DESIGN B/W – 35	008673063 09-Nov-2009	2010/014 25-Jan-2010	008673063 10-May-2010	EU
EGG + DESIGN COLOR – 35	1458813 12-Nov-2009	16-Jun-2010	TMA779511 08-Oct-2010	Canada
EGG + DESIGN COLOR – 35	008673031 09-Nov-2009	2010/014 25-Jan-2010	008673031 10-May-2010	EU
NICE WORKS - 35				USA
NICE WORKS & DESIGN - 35				USA
PEOPLENETWORKS – 35	77/945376 25-Feb-2010	27-Jul-2010	3859951 12-Oct-2010	USA
POINT-OF-VIEW PUBLISHING - 16, 35, 38, 41	1532208 19-Dec-2012		1532208 22-May-2013	Australia
POINT-OF-VIEW PUBLISHING - 16, 35, 38, 41	1607946 21-Dec-2012			Canada
POINT-OF-VIEW PUBLISHING - 16, 35, 38, 41	011441664 19-Dec-2012	11-Feb-2013		EU
SAY - 16	85/762728 24-Oct-2012	09-Apr-2013		USA
SAY - 16, 35, 38, 41	1532205 19-Dec-2012			Australia
SAY - 16, 35, 38, 41	1607948 21-Dec-2012			Canada
SAY - 16, 35, 38, 41	011441698 19-Dec-2012	11-Feb-2013	011441698 21-May-2013	EU
SAY - 35	85/762736 24-Oct-2012	09-Apr-2013	4357773 25-Jun-2013	USA
SAY - 38	85/762739 24-Oct-2012	09-Apr-2013	4357774 25-Jun-2013	USA
SAY - 41	85/762750 24-Oct-2012	09-Apr-2013	4357775 25-Jun-2013	USA
SAY & DESIGN - 16	85/763447 25-Oct-2012	09-Apr-2013		USA
SAY & DESIGN - 35	85/763452 25-Oct-2012	09-Apr-2013	4357793 25-Jun-2013	USA

Trademark	Application Number; Filing Date	Publication Number; Publication Date	Registration Number; Registration Date	Country
SAY & DESIGN - 38	85/763462 25-Oct-2012	02-Apr-2013	4353834 18-Jun-2013	USA
SAY & DESIGN - 41	85/763468 25-Oct-2012	02-Apr-2013	4353835 18-Jun-2013	USA
SAY DESIGN - 16, 35, 38, 41	1532203 19-Dec-2012			Australia
SAY DESIGN - 16, 35, 38, 41	1607943 21-Dec-2012			Canada
SAY DESIGN - 16, 35, 38, 41	011441755 19-Dec-2012	11-Feb-2013	011441755 21-May-2013	EU
SAY MEDIA - 35	011013761 04-Jul-2012		011013761 04-Dec-2012	EU
SAY MEDIA - 35	85/109872 17-Aug-2010	22-Feb-2011	4074917 20-Dec-2011	USA
SAY MEDIA - 38	85/109874 17-Aug-2010	22-Feb-2011		USA
SAY MEDIA - 42	85/109878 17-Aug-2010	22-Feb-2011		USA
SAY MEDIA - 9	85/109869 17-Aug-2010	22-Feb-2011	4556174 24-Jun-2014	USA
SAY MEDIA - 9, 35, 38, 42	1382182 08-Sep-2010	16-Dec-2010	1382182 24-Mar-2011	Australia
SAY MEDIA - 9, 35, 38, 42	1497100 23-Sep-2010			Canada
SAY: (STYLIZED) - 35	1387827 11-Oct-2010	10-Feb-2011	1387827 18-May-2011	Australia
SAY: (STYLIZED) - 35	1500851 22-Oct-2010	58/2945 06-Apr-2011		Canada
SAY: (STYLIZED) - 35	2561655 15-Oct-2010	6861 12-Nov-2010	2561655 21-Jan-2011	United Kingdom
SAY: (STYLIZED) - 35	85/147263 07-Oct-2010	18-Jan-2011	4061340 22-Nov-2011	USA
SAY: MEDIA - 9, 35, 38, 42	2557904 06-Sep-2010	08-Oct-2010	2557904 17-Dec-2010	United Kingdom
SHELLY (B/W) - 35	1458820 12-Nov-2009	10-Nov-2010	792,521 09-Mar-2011	Canada
SHELLY (COLOR) - 35	1458822 12-Nov-2009	16-Jun-2010	TMA779515 08-Oct-2010	Canada
SHELLY (COLOR) - 35	008672438 09-Nov-2009	2010/019 01-Feb-2010	008672438 20-May-2010	EU
SHELLY (COLOR/BW) - 35	1330303 09-Nov-2009	18-Nov-2010	1330303 28-Feb-2011	Australia

Trademark	Application Number; Filing Date	Publication Number; Publication Date	Registration Number; Registration Date	Country
SHELLY B/W - 35	008672503 09-Nov-2009	2010/014 25-Jan-2010	008672503 10-May-2010	EU
SHELLY DESIGN (b/w)- 35	77/676168 23-Feb-2009	19-Jan-2010	3769999 06-Apr-2010	USA
SHELLY DESIGN (COLOR) - 35	77/676176 23-Feb-2009	16-Jun-2009	3676389 01-Sep-2009	USA
TEMPEST - 9, 42	86/396060 16-Sep-2014			USA
TWIG - 35	77/750384 02-Jun-2009	13-Oct-2009	3731282 29-Dec-2009	USA
VIDEOEGG	1433234 01-Apr-2009	09-Jun-2010	TMA779513 08-Oct-2010	Canada
VIDEOEGG	77/432391 26-Mar-2008	27-Jan-2009	3605224 14-Apr-2009	USA
VIDEOEGG - 35	008235517 22-Apr-2009	13-Jul-2009	008235517 13-Nov-2009	EU
VIDEOEGG - 9	1120084 21-Jun-2006		1120084 07-Dec-2006	Australia
VIDEOEGG - 9	1306000 20-Jun-2006	58/2938 16-Feb-2011	TMA813354 05-Dec-2011	Canada
VIDEOEGG - 9	5433419 21-Jun-2006			China
VIDEOEGG - 9	005150834 21-Jun-2006	04-Dec-2006	005150834 06-Jun-2007	EU
VIDEOEGG - 9	2006-057922 21-Jun-2006		5006180 24-Nov-2006	Japan
VIDEOEGG - 9	2006-32342 21-Jun-2006	2007-15274 21-Mar-2007	714988 27-Jun-2007	Korea
VIDEOEGG - 9	78/777759 21-Dec-2005	19-May-2009	3663723 04-Aug-2009	USA
XOJANE - 41	85/322342 16-May-2011	04-Oct-2011	4074198 20-Dec-2011	USA
XOVAIN - 41	1532200 19-Dec-2012		1532200 01-Jul-2013	Australia
XOVAIN - 41	1607944 21-Dec-2012			Canada
XOVAIN - 41	011441714 19-Dec-2012	11-Feb-2013	011441714 21-May-2013	EU
XOVAIN - 41	85/794510 04-Dec-2012	02-Apr-2013	4506981 01-Apr-2014	USA

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

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