

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEEDLE, INC.		06/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86100951	NEEDLE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0036		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	06/08/2015		
Total Attachments: 6			
source=07 Needle Intellectual Property Security Agreement#page1.tif			
source=07 Needle Intellectual Property Security Agreement#page2.tif			
source=07 Needle Intellectual Property Security Agreement#page3.tif			
source=07 Needle Intellectual Property Security Agreement#page4.tif			
source=07 Needle Intellectual Property Security Agreement#page5.tif			

OP \$40.00 86100951

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 3, 2015 by and between NEEDLE, INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

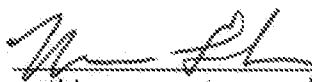
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office or any filing pursuant to The Patent Cooperation Treaty. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages 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.

BORROWER:

NEEDLE, INC.,
a Delaware corporation

By: 
Name: William Lloyd
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

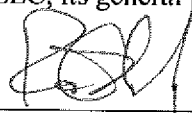
Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner



By: _____
Name: Ross Cockrell
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005547 FRAME: 0617

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Curating Chat Transcript Into Webpages	14/341,706	07/25/2014
Dynamic Segmentation of Website Visits	14/312,403	06/23/2014
Curating Chat Transcripts Into Webpages	International Application US14/48493	07/28/2014
Dynamic Segmentation of Website Visits	International Application US14/43931	06/24/2014

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NEEDLE	86100951	10/24/13