

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PAYSCALE, INC.		01/09/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SQUARE 1 BANK		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78978138	PAYSCALE	
<b>Serial Number:</b>	78755304	PAYSCALE	
<b>Serial Number:</b>	77231984	GIGZIG	
<b>Serial Number:</b>	77017216	SALARY STORIES	
<b>Serial Number:</b>	77017210	DR. SALARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	Square 1 Bank		
<b>Address Line 1:</b>	406 Blackwell Street		
<b>Address Line 2:</b>	Suite 240		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	LEE CONNER		
<b>SIGNATURE:</b>	/LEE CONNER-abd/		
<b>DATE SIGNED:</b>	06/11/2015		

CH \$140.00 78978138

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 9, 2015 by and between **SQUARE 1 BANK** ("**Bank**") and **PayScale, Inc.**, a Washington corporation ("**Grantor**").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

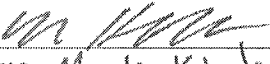
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**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:

PAYSCALE, INC.

By   
Name Mark Klebanoff  
Title CFO

Address of Grantor:

542 1st Avenue South, Suite 400  
Seattle WA 98104

Bank:

Square 1 Bank

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

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:

PAYSCALE, INC.

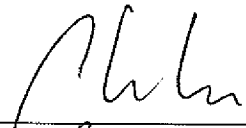
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Grantor:

542 1st Avenue South, Suite 400  
Seattle, WA 98104

Bank:

Square 1 Bank

By   
Name Christopher T. Erno  
Title SVP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

*[Signature Page—Intellectual Property Security Agreement]*

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Automated compensation reports using online surveys and collaborative filtering	US 7,571,110	Aug 4, 2009



**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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See attached.

## WSGR Quarterly Trademark Update -- PayScale, Inc.

<u>Country Name</u>	<u>Trademark</u>	<u>Class</u>	<u>Status</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Case No.</u>	<u>Next Action</u>
Australia	GIGZIG	35	Registered	1/21/08	9/1/08	31180-TM2011	Registration Renewal due 01/21/2018
Australia	MEETING MISER	35	Registered	1/21/08	6/3/08	31180-TM2018	Registration Renewal due 1/21/2018
Australia	PAYSCALE	35	Registered	5/16/06	5/16/06	31180-TM2001	Registration Renewal due 05/16/2016
Canada	GIGZIG		Registered	1/17/08	1/26/11	31180-TM2009	Registration Renewal due 01/26/2026
Canada	MEETING MISER		Abandoned	1/23/08		31180-TM2016	
Canada	PAYSCALE		Registered	11/22/06	8/13/08	31180-TM2007	Registration Renewal due 08/13/2023
Canada	PAYSCALE		Abandoned	5/15/06		31180-TM2002	
China (People's Republic)	GIGZIG	35	Abandoned	1/22/08		31180-TM2012	
China (People's Republic)	MEETING MISER	35	Abandoned	1/22/08		31180-TM2019	
China (People's Republic)	PAYSCALE	35	Registered	5/15/06	7/28/09	31180-TM2003	Registration Renewal due 07/27/2019
European Community	GIGZIG	9, 35, 42	Abandoned	1/17/08		31180-TM2008	
European Community	MEETING MISER	9, 35, 42	Abandoned	1/22/08		31180-TM2015	
European Community	PAYSCALE	9/35/42	Registered	5/15/06	6/21/07	31180-TM2004	Registration Renewal due 05/15/2016
India	GIGZIG		Aband Inst			31180-TM2013	
India	MEETING MISER		Aband Inst			31180-TM2020	
India	PAYSCALE	42	Regist-DNC	5/16/06	3/31/10	31180-TM2005	Registration Renewal due 05/16/2016
Mexico	GIGZIG	35	Aband Inst	1/17/08		31180-TM2010	
Mexico	MEETING MISER	35	Aband Inst	1/21/08		31180-TM2017	
New Zealand	GIGZIG	35	Reg-DNIR	1/22/08	9/11/08	31180-TM2014	
New Zealand	MEETING MISER	35	Abandoned	1/22/08		31180-TM2021	
New Zealand	PAYSCALE	35	Registered	5/16/06	10/9/08	31180-TM2006	Registration Renewal due 11/16/2015
United States of America	ASK DR. SALARY		Searched			31180-TM1002	
United States of America	DR. SALARY	35, 36, 41	Registered	10/9/06	6/30/09	31180-TM1001	Affidavit of Use due 06/30/2015
United States of America	GIGZIG	35	Registered	7/17/07	6/9/09	31180-TM1008	Affidavit of Use due 06/09/2015
United States of America	JOB MOM	35, 42	Abandoned	10/9/06		31180-TM1003	
United States of America	JOBPATHS		Searched			31180-TM1007	
United States of America	MEETING MISER	35	Abandoned	8/20/07		31180-TM1009	
United States of America	PAYFRANK		Searched			31180-TM1012	Affidavit of Use due 06/30/2015
United States of America	PAYSCALE	35	Reg 8/15	11/16/05	8/7/07	31180-TM1006	Registration Renewal due 08/07/2017

*WSGR Quarterly Trademark Update -- PayScale, Inc.*

<u>Country Name</u>	<u>Trademark</u>	<u>Class</u>	<u>Status</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Case No.</u>	<u>Next Action</u>
United States of America	PAYSCALE	35	Reg SuppR 8	11/16/05	4/3/07	31180-TM1005	Registration Renewal due 04/03/2017
United States of America	PAYSCALE INSIGHT		Searched			31180-TM1011	
United States of America	PAYSCALE MARKETRATE		Searched			31180-TM1010	
United States of America	SALARY STORIES	35, 36, 41	Registered	10/9/06	6/16/09	31180-TM1004	Affidavit of Use due 06/16/2015