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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM350487

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	103672618

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wylei, LLC		04/30/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Aspire Ventures, LLC
Street Address:	100 N. Queen Street FL3
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17603
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	86309448	WYLEI	
Serial Number:	86432330	ADAPTIVE CONTENT	

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 3016380511

Email: ipresearchplus@comcast.net

IP Research Plus, Inc. **Correspondent Name:** 21 Tadcaster Circle Address Line 1:

Address Line 2: attn: Penelope J.A. Agodoa Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER: Penelope J.A. Agodoa	
SIGNATURE:	/pja/
DATE SIGNED:	08/05/2015

Total Attachments: 15

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is dated as of April 30 , 2015, by and between Wylei, LLC, a Delaware limited liability company with its principal place of business at 100 North Queen Street FL3, Lancaster, PA 17603 ("Issuer") and Aspire Ventures, LLC, a Delaware limited liability company with its principal place of business at 100 North Queen Street FL3, Lancaster, PA 17603 ("Secured Party").

WHEREAS, Issuer and Secured Party have entered into that certain Convertible Note dated of even date herewith in the principal amount of One Million Dollars and zero cents (\$1,000,000.00) (the "Convertible Note");

WHEREAS, pursuant to the terms of the Convertible Note, Issuer wishes to grant to Secured Party a security interest in all of Issuer's right, title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. <u>Definitions</u>

- (a) The term "**Obligations**" means all indebtedness and other liabilities and obligations of Issuer to Secured Party under the Convertible Note and all documents, instruments, certificates and other agreements given in connection therewith.
- (b) The term "Uniform Commercial Code" means the Uniform Commercial Code of Delaware, as the same may be amended from time to time, and any successor statute (including, without limitation, the revised version of Article 9 of the Uniform Commercial Code as promulgated by the National Conference of Commissioners on Uniform State Laws, and adopted in the State of Delaware, and codified at Del. Code. Ann. tit. 6, art. 9).
- 2. <u>Grant of Security</u>. In order to secure the due and punctual payment and performance of the Obligations, Issuer hereby grants a security interest in all of Issuer's right, title and interest in, to and under its registered and unregistered intellectual property (collectively the "<u>Collateral</u>"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
- (b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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- (c) Any and all design rights which may be available to Issuer now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");
- (e) All trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Issuer connected with and symbolized by such trademarks, including without limitation those set forth on <a href="Exhibit "A" attached hereto (collectively, the "Trademarks");;
- (f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 3. <u>Authorization and Request.</u> Issuer authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Security Agreement, and any amendments thereto, or copies thereof.
- 4. <u>Representations, Warranties and Covenants</u>. Issuer represents, warrants and covenants to Secured Party that:
- (a) Issuer is now the sole owner of the Collateral, except for non-exclusive licenses granted by Issuer to its customers in the ordinary course of business;
- (b) Performance of this Security Agreement does not conflict with or result in a breach of any material agreement to which Issuer is bound;
- (c) During the term of this Security Agreement, Issuer will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Issuer in the ordinary course of business:
- (d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made in writing that any part of the Collateral violates the rights of any third party;

- (e) Issuer shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Issuer's business, (ii) use reasonable commercial efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights material to Issuer's business to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld, unless Issuer determines that reasonable business practices suggest that abandonment is appropriate;
- (f) Issuer shall take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;
- (g) This Security Agreement creates, and in the case of after acquired Collateral this Security Agreement will create, at the time Issuer first has rights in such after acquired Collateral and Secured Party has taken all actions required for perfection, in favor of Secured Party, a valid and perfected first priority security interest and collateral assignment in the Collateral in the United States securing the payment and performance of the Obligations;
- (h) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Issuer with respect to the Collateral is true and correct in all material respects; and
- (i) Issuer shall not enter into any agreement that would materially impair or conflict with Issuer's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld.
- 5. <u>Secured Party's Rights.</u> Secured Party shall have the right, but not the obligation, to take, at Issuer's sole expense, any actions that Issuer is required under this Security Agreement to take but which Issuer fails to timely take, after fifteen (15) days' notice to Issuer. Issuer shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances; Attorney in Fact.

- Party, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral, provided that Issuer shall not be required to register any Collateral that Issuer determines, consistent with reasonable business practice, need not be registered.
- (b) Issuer appoints Secured Party as Issuer's attorney-in-fact, with full authority in the place and stead of Issuer and in the name of Issuer, from time to time in Secured

Party's discretion, upon Issuer's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Security Agreement, including, to file in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Collateral, without notice to Issuer, with all appropriate jurisdictions, as Secured Party deems appropriate, in order to perfect or protect Secured Party's interest in the Collateral.

- 7. <u>Default.</u> All Obligations shall be immediately due and payable upon the termination or nonrenewal of the Obligations, or upon, or at any time after, the occurrence or existence of any one or more of the following "Events of Default" and each an "Event of Default":
- (a) At any time, Secured Party, in its reasonable discretion, considers the Collateral or any part thereof unsatisfactory or insufficient, and Issuer does not, within fourteen (14) days of providing notice of the unsatisfactory or insufficient Collateral from Secured Party, furnish other Collateral or make payment on account, satisfactory to Secured Party.
- (b) Issuer fails to perform any of the terms of this Security Agreement, the Obligations or the Convertible Note.
- (c) Issuer becomes insolvent, makes an assignment for the benefit of creditors or calls a meeting of creditors, or any petition is filed by or against Issuer under any provision of any bankruptcy or other law alleging that Issuer is insolvent or unable to pay its debts as they mature.
- (d) Any judgment against Issuer is entered or any attachment or garnishment against any property of Issuer is issued or any change occurs in the financial condition of Issuer which in Secured Party's reasonable judgment is materially adverse.
- (e) Any representation, warranty or information furnished to Secured Party by Issuer in connection with this Security Agreement or the Obligations is false in any respect.
- (f) Any default or event of default occurs on the part of Issuer under any agreement, document or instrument to which Issuer is a party or by which Issuer or any of its property is bound, creating or relating to any indebtedness of Issuer to any person or entity other than Secured Party, if the effect of such default is to accelerate, or to permit the acceleration of, the maturity of all or any part of such indebtedness, or all or any part of any such indebtedness shall be declared to be due and payable or required to be prepaid or any other reason, in either event prior to the stated maturity thereof.
- 8. Remedies. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to require Issuer to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by it. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks, to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Issuer will pay any expenses

(including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral in accordance with the terms hereof.

- 9. <u>Remedies Cumulative</u>. All rights and remedies granted to Secured Party under this or any other agreement between Issuer and Secured Party will be deemed concurrent and cumulative and not alternative, and Secured Party may proceed with any number of remedies at the same time or at different times until all Obligations are fully satisfied. Issuer hereby waives all rights of notice or dishonor, any other rights of notice or the right to require Secured Party to marshall assets.
- 10. ISSUER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS SECURED PARTY, BY ITS ATTORNEY OR BY THE PROTHONOTARY OR CLERK OF ANY COURT OF RECORD IN THE STATE OF DELAWARE OR IN ANY JURISDICTION WHERE PERMITTED BY LAW, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, OR AT ANY TIME THEREAFTER, TO APPEAR FOR ISSUER, AS WELL AS FOR ANY PERSONS CLAIMING UNDER, BY OR THROUGH SUCH ISSUER, IN AN ACTION OR ACTIONS FOR REPLEVIN OR OTHER APPROPRIATE ACTION AGAINST ISSUER TO CONFESS AND ENTER JUDGMENT AGAINST ISSUER, FOR RECOVERY OF POSSESSION OF ANY OR ALL COLLATERAL AND/OR THE PROCEEDS THEREOF, TOGETHER WITH COSTS OF SUIT AND TOGETHER WITH COSTS OF SUIT AND FEES OF COUNSEL IN THE AMOUNT OF FIVE PERCENT (5%) OF THE OBLIGATIONS THEN DUE HEREUNDER BUT IN NO EVENT LESS THAN \$5,000, WHICH ISSUER AND SECURED PARTY AGREE IS REASONABLE: WITHOUT THE NECESSITY OF FILING ANY BOND AND WITHOUT STAY OF EXECUTION OR APPEAL AND WITH RELEASE OF ALL ERRORS AND FOR DOING SO THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT, WHEREUPON A JUDGMENT AND/OR WRIT OF POSSESSION AND/OR REPLEVIN OR OTHER APPROPRIATE PROCESS TO OBTAIN POSSESSION OF SUCH COLLATERAL MAY BE ISSUED FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. THIS AUTHORITY AND POWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, AND JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS OCCASION THEREFOR UNTIL ALL SUMS DUE AND OWING HEREUNDER ARE FULLY PAID, PERFORMED, DISCHARGED AND SATISFIED.
- 11. <u>Modification</u>. No modification or waiver of any provision(s) herein will be effective unless the same is in writing signed by the party against whom its enforcement is sought.
- 12. <u>Notices</u>. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, to such party at the address set forth below:

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If to Issuer:

Wylei, LLC 100 N. Queen Street FL3 Lancaster, PA 17603 Attention: Michael Monteiro

If to Secured Party:

Aspire Ventures, LLC 100 N. Queen Street FL3 Lancaster, PA 17603 Attention: Essam Abadir

Such notice shall be deemed to be given when received if delivered personally, or three (3) days after the date mailed if sent by certified or registered mail, return receipt requested. Any notice of any change in such address shall also be given in the manner set forth above

- 13. <u>Successors and Assigns</u>. This Security Agreement and all of the terms and conditions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 14. Governing Law. This Security Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflicts of laws principles. This Security Agreement shall constitute a security agreement under the Uniform Commercial Code.

THIS SECURITY AGREEMENT CONTAINS A CONFESSION OF JUDGMENT. A JUDGMENT MAY BE OBTAINED AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT WITHOUT A PRIOR HEARING AND AN OPPORTUNITY TO BE HEARD. ISSUER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AS TO THE EFFECT AND CONSEQUENCES OF SUCH CONFESSION OF JUDGMENT PROVISION AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ANY RIGHTS TO PRIOR NOTICE AND OPPORTUNITY TO BE HEARD.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first above written.

ISSUER:

Wylei, LLC

By:

Name: Michael Monteiro

Title: CEO

SECURED PARTY:

Aspire Ventures, LLC

By:

Name: Essam Abadir

Title: Managing Director

Exhibit A

Trademarks

[See attached]

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e attached Exhibit "A"				

Exhibit "A"

The financing statement covers all intellectual property of the Debtor, including but not limited to:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held;
- (b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to Issuer now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same:
- (e) All trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Issuer connected with and symbolized by such trademarks, including those trademarks set froth on Schedule 1 hereto;
- (f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions, renewals and extensions of any of the copyrights, trademarks or patents described above; and
- (i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

SCHEDULE 1

Trademarks



Trademarks - Trademark Electronic Search System (TESS)

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ADAPTIVE CONTENT

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COMMERCE: 20140416

IC 042, US 100 101, G & S: Providing temporary use of on-line non-downloadable cloud computing software for marketing and promotional campaigns, FIRST USE: 20140416, FIRST USE IN COMMERCE:

20140416

Standard Characters Claimed

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Serial Number 86432330

Filling Date October 23, 2014

Current Basis 1A Original Filing 1A

Basis

(APPLICANT) Wilei, LLC LIMITED LIABILITY COMPANY DELAWARE FL3 100 N. Queen Street Lancaster Owner

PENNSYLVANIA 17603

Type of Mark SERVICE MARK

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Goods and Services

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IC 042, US 100 101, G & S: Providing temporary use of code snippets for digital direct marketing; licensing

of code snippets for digital direct marketing, FIRST USE: 20130815, FIRST USE IN COMMERCE:

20130815

Standard Characters Claimed

Mark Drawing

Code

(4) STANDARD CHARACTER MARK

Serial Number 86309448

Filing Date

June 13, 2014

Current Basis 1A Original Filing 1A

Basis

Owner

(APPLICANT) Aspire Ventures, LLC LIMITED LIABILITY COMPANY PENNSYLVANIA 48-50 W Chestnut

Street, Suite 300 Lancaster PENNSYLVANIA 17603

Attorney of

Record

Danielle I. Mattessich

Type of Mark

SERVICE MARK

Register

PRINCIPAL

RECORDED: 06/23/2015

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