

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350969

<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>
StumbleUpon, Inc.		08/06/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	201 Spear Street, Suite 1700		
<b>Internal Address:</b>	Attn: Mike Lederman		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86131119	5BY	
<b>Serial Number:</b>	85481842	SU .PR	
<b>Serial Number:</b>	85468267	SU	
<b>Serial Number:</b>	85468247	STUMBLE!	
<b>Serial Number:</b>	85468233	SU	
<b>Serial Number:</b>	85468199	STUMBLEUPON	
<b>Serial Number:</b>	85294140	PAID DISCOVERY	
<b>Serial Number:</b>	77302292	STUMBLEUPON	
<b>Serial Number:</b>	77302310	SU	
<b>Serial Number:</b>	77302298	STUMBLEUPON	
<b>Serial Number:</b>	77010512	STUMBLE!	
<b>Serial Number:</b>	77004756	STUMBLEUPON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		

CH \$315.00 86131119

**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 355157-194

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 08/10/2015

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 6, 2015, (the "Agreement") between WESTERN ALLIANCE BANK, successor in interest to BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and STUMBLEUPON, INC. ("Grantor"), is made with reference to the Amended and Restated Loan and Security Agreement, dated as of March 14, 2014 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all proceeds from the sale of any of the following property, whether now existing or hereafter acquired or created (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) 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"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement,

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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

*[Balance of Page Intentionally Left Blank]*

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

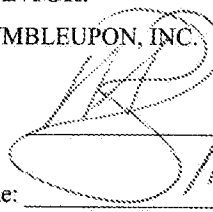
**GRANTOR:**

STUMBLEUPON, INC.

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

Name: \_\_\_\_\_

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

  
Mark Bartels  
CEO


**LENDER:**

WESTERN ALLIANCE BANK, successor in interest to  
BRIDGE BANK, NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

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

  
Liana Lynch  
Relationship Manager

Address for Notices:

Attn: Mark Bartels, CFO  
301 Brennan Street, Floor 6  
San Francisco, CA 94107  
Tel: (415) 979-0640

Address for Notices:

Attn: Mike Lederman  
201 Spear Street, Suite 1700  
San Francisco, California 94105  
Tel: (415) 230-5680

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
5BY	86131119	4728605		11/27/13
SU.PR	85481842	4171734		11/28/11
SU	85468267	4283829		11/9/11
STUMBLE!	85468247	4171147		11/9/11
SU	85468233	4171145		11/9/11
STUMBLEUPON	85468199	4171142		11/9/11
PAID DISCOVERY	85294140	4056229		4/13/11
STUMBLEUPON	77302292	3556044		10/11/07
SU	77302310	3556045		10/11/07
STUMBLEUPON	77302298	3448694		10/11/07
STUMBLE!	77010512	3524597		9/29/06
STUMBLEUPON	77004756	3524588		9/21/06

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Method and system for single-action personalized recommendation and display of internet content	8078615 US	10411341	Issued	12/13/11
Method and system for single-action personalized recommendation and display of internet content	2425217 CAN		Issued	6/25/13