CH \$140.00

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM353357

NATURE OF CONVEYANCE: Amended and Restated Grant of Security Interest - Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Videology, Inc.		08/27/2015	CORPORATION:
LucidMedia Networks, Inc.		08/27/2015	CORPORATION:
Collider Media, Inc.		08/27/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Pinnacle Ventures, L.L.C., as Agent		
Street Address:	1600 El Camino Real, Suite 250		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3803713	TIDALTV
Registration Number:	4112567	VIDEOLOGY
Registration Number:	4229450	
Registration Number:	3152062	CLICKSENSE
Registration Number:	4096191	VAULT

CORRESPONDENCE DATA

Fax Number: 6504936811

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: 650-461-6125 Email: qlu@wsgr.com **Correspondent Name:** WSGR, c/o Qui Lu Address Line 1: 650 Page Mill Road

Address Line 2: FH2-1 P12

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	30897.075
NAME OF SUBMITTER:	Qui Lu
SIGNATURE:	/s/ Qui Lu

DATE SIGNED:	08/31/2015		
Total Attachments: 3			
source=A&R Trademark#page1.tif			
source=A&R Trademark#page2.tif			
source=A&R Trademark#page3.tif			

AMENDED AND RESTATED GRANT OF SECURITY INTEREST

TRADEMARKS

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST - TRADEMARKS, dated as of August 27, 2015, is executed by VIDEOLOGY, INC., a Delaware corporation ("Videology"), LUCIDMEDIA NETWORKS, INC., a Delaware corporation, and COLLIDER MEDIA, INC., a Delaware corporation (collectively, "Debtors") in favor of PINNACLE VENTURES, L.L.C. ("Secured Party") as agent for the lenders party to the Loan Agreement (as defined below).

- A. Reference is made to a Loan and Security Agreement, dated December 5, 2014 (as amended by Amendment No. 1 to Loan and Security Agreement, dated as of even date herewith, the "*Loan Agreement*"), by and among Debtors, certain subsidiaries of Debtors party thereto as Borrowers, Secured Party and the lenders party thereto.
- B. This Amended and Restated Grant of Security Interest Trademarks amends and restates in its entirety that certain Grant of Security Interest Trademarks, dated December 5, 2014, by and among Videology and Secured Party.
- C. Debtors own the trademarks and service mark rights of the United States, more particularly described on <u>Schedules 1</u> annexed hereto as part hereof (collectively, the "*Trademarks*");
- D. <u>Schedules 1</u> hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which the Debtors have any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, including without limitation with respect to termination of the security interest described below in Section D, Debtors shall provide written notice to Secured Party, in accordance with the provisions of the Loan Agreement, of any addition or change which is necessary to be made to <u>Schedules 1</u> in order to maintain such schedules' completeness or accuracy, and, further, Debtors shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.
- E. Each Debtor hereby grant to Secured Party a security interest in all right, title and interest of such Debtor in and to the Trademarks, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: PINNACLE VENTURES, L.L.C. 1600 FL Camino Real, Suite 250

1600 El Camino Real, Suite 250 Menlo Park, CA 94025

IN WITNESS WHEREOF, Debtors have caused this instrument to be executed as of the day and year first above written.

VIDEOLOGY, INC.,

a Delaware corporation

T. January

Name: Scott G. Madeon

X

Title:

LUCIDMEDIA NETWORKS, INC.,

a Delaware corporation

Name: Manual

Title

Priday

COLLIDER MEDIA, INC.,

a Delaware corporation

Name:

Title:

Draw march

[Signature Page to Amended and Restated Grant of Security Interest - Trademarks]

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS

Reg. # and Date	Mark	Owner	Entity
3,803,713 – 06/15/2010	TIDALTV word mark	Videology, Inc.	USPTO
4,112,567 – 03/13/2012	VIDEOLOGY word mark	Videology, Inc.	USPTO
4,229,450 – 10/23/2012	VIDEOLOGY design mark	Videology, Inc.	USPTO
3,152,062 – 1/14/2005	CLICKSENSE word mark	LucidMedia Networks, Inc.	USPTO
4,096,191 – 6/28/2011	VAULT word mark	Collider Media, Inc.	USPTO

TRADEMARK APPLICATIONS

None.

RECORDED: 08/31/2015