

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356445

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ipCreate Inc. | | 09/25/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Eagle Venture Capital, LLC | | |
| Street Address: | 1500 Bracketts Point Road | | |
| City: | Wayzata | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55391 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85825327 | IPCREATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6503911395 | | |
| <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: | 650.687.8426 | | |
| Email: | ADJohnson@LRRLaw.com | | |
| Correspondent Name: | Aaron D. Johnson, Lewis Roca Rothgerber | | |
| Address Line 1: | 4300 Bohannon Drive, Suite 230 | | |
| Address Line 4: | Menlo Park, CALIFORNIA 94025 | | |
| ATTORNEY DOCKET NUMBER: | IPCREATE/TB | | |
| NAME OF SUBMITTER: | Aaron D. Johnson | | |
| SIGNATURE: | /Aaron D. Johnson/ | | |
| DATE SIGNED: | 09/25/2015 | | |
| Total Attachments: 4 | | | |
| source=IPCREATE INC. Trademark Security Agreement 9-25-15#page1.tif | | | |
| source=IPCREATE INC. Trademark Security Agreement 9-25-15#page2.tif | | | |
| source=IPCREATE INC. Trademark Security Agreement 9-25-15#page3.tif | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 25, 2015, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of Eagle Venture Capital, LLC (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"); capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Secured Party, the Grantors are required to execute and deliver this Agreement.

Accordingly, the Grantors and the Secured Party agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a continuing security interest in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, all common law rights in the marks and each registration application and corresponding registration for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Credit Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterpartys, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method

for transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

ipCreate Inc.

By: _____

Name: John Cronin

Title: CEO

[Signature Page – Trademark Security Agreement]

STG_608604.2

TRADEMARK

REEL: 005631 FRAME: 0093

Schedule A

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations and Applications For Trademark And Service Mark Registrations

| Record ID | Trademark Name Country Registered Owner | Status Appl. no/date | Reg.no/date | Class | Goods |
|---------------------|--|---|--------------------------|-------|--|
| AOP-0001TM/ US | A & Globe Design United States of America Article One Partners | Registered 85/169,489 Nov-04-2010 | 4,601,719 Sep-09-2014 | 36 | Insurance; financial affairs; monetary affairs; real estate affairs |
| | | | | 41 | Providing a website featuring information about intellectual property, namely, intellectual property valuation Education; providing of training; entertainment; sporting and cultural activities |
| | | | | 42 | Education services, namely, educating the public as to literature, research techniques, and resources for researching, namely, online classes and seminars in the field of literature and research techniques and resources for science and patent researching such as educational articles available for science and patent researching |
| | | | | 45 | Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software Providing patent services, namely, patent researching, namely, providing technical literature research in the fields of engineering, pharmaceutical, medical, computer technology, and other scientific information |
| AOP-0003TM/ US | Article One United States of America Article One Partners | Registered 85/169,263 Nov-04-2010 | 4,502,030 Mar-25-2014 | 36 | Insurance; financial affairs; monetary affairs; real estate affairs |
| | | | | 41 | Providing a website featuring information about intellectual property, namely, intellectual property valuation Education; providing of training; entertainment; sporting and cultural activities |
| | | | | 42 | Education services, namely, educating the public as to literature, research techniques, and resources for researching, namely, online classes and seminars in the field of literature and research techniques and resources for science and patent researching such as educational articles available for science and patent researching |
| | | | | 45 | Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software Providing patent services, namely, patent researching, namely, providing technical literature research in the fields of engineering, pharmaceutical, medical, computer technology, and other scientific information |
| AOP-0002TM/ US | Article One Partners United States of America Article One Partners | Pending 85/169,325 Nov-04-2010 | | 36 | Insurance; financial affairs; monetary affairs; real estate affairs |
| | | | | 42 | (Based on Intent to Use) Providing a website featuring information about intellectual property, namely, intellectual property valuation Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software |
| | | | | 45 | (Based on Use in Commerce) Providing patent services, namely, patent researching, namely, providing technical literature research in the fields of engineering, pharmaceutical, medical, computer technology, and other scientific information |
| | | | | | Legal services; security services for the protection of property and individuals; personal and social services rendered by others to meet the needs of individuals Intellectual property consultation, namely, intellectual property searching and intellectual property research |
| AOP-0004TM/ US | Patent Quality Matters United States of America Article One Partners | Registered 85/169,360 Nov-04-2010 | 4,079,032 Jan-03-2012 | 38 | Telecommunications Providing an on-line forum featuring information concerning patents and intellectual property |
| IPCRE-0001TM /US | ipCreate United States of America ipCreate, Inc. | Pending 85/825,327 Jan-17-2013 | | 35 | Business consulting services, namely, assisting others with the management and selection of intellectual property portfolios and developing business plans; promotional and marketing services, namely, describing and promoting the value of intellectual property and other assets in connection with a prospective liquidity event, and with an initial public offering; employment recruiting services, namely, assisting companies with the selection of an executive team and an intellectual property management team; business consulting services, namely, enhancing the strength and breadth of intellectual property portfolios |
| | | | | 36 | Financial services, namely, assisting others with raising funds in the nature of business fundraising for others; intellectual property consultation services, namely, assisting others with the valuation, financial growth and monetization of intellectual property portfolios |
| | | | | 45 | Intellectual property consultation services, namely, assisting others with the licensing of intellectual property portfolios; intellectual property consulting services in the field of identification, strategy, analytics, protection, and invention |

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TRADEMARK

RECORDED: 09/25/2015

REEL: 005631 FRAME: 0094