

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Four Winds Interactive LLC		09/25/2015	LIMITED LIABILITY COMPANY: COLORADO
FWI LLC		09/25/2015	LIMITED LIABILITY COMPANY: COLORADO
Four Winds Interactive International LLC		09/25/2015	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	380 Interlocken Crescent, Suite 600		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4245334	FOUR WINDS INTERACTIVE	
<b>Registration Number:</b>	4197093	FWI	
<b>Registration Number:</b>	3704157	IDS	
<b>Registration Number:</b>	4606040	INTEGRATION STUDIO	
<b>Registration Number:</b>	4606039	INTEGRATION STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F158499		

OP \$140.00 4245334

<b>NAME OF SUBMITTER:</b>	Laura A. Kenerson
<b>SIGNATURE:</b>	/Laura A. Kenerson/
<b>DATE SIGNED:</b>	09/28/2015
<b>Total Attachments: 8</b> source=USPTO Submission - Four Winds (Trademarks)#page2.tif source=USPTO Submission - Four Winds (Trademarks)#page3.tif source=USPTO Submission - Four Winds (Trademarks)#page4.tif source=USPTO Submission - Four Winds (Trademarks)#page5.tif source=USPTO Submission - Four Winds (Trademarks)#page6.tif source=USPTO Submission - Four Winds (Trademarks)#page7.tif source=USPTO Submission - Four Winds (Trademarks)#page8.tif source=USPTO Submission - Four Winds (Trademarks)#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of September 25, 2015 by and between **SILICON VALLEY BANK** ("**Bank**") and **FOUR WINDS INTERACTIVE LLC**, a Colorado limited liability company, **FWI LLC**, a Colorado limited liability company, and **FOUR WINDS INTERACTIVE INTERNATIONAL LLC**, a Colorado limited liability company (each and together, jointly and severally, "**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 as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. 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 and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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 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.

[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:

Address of Grantor:

FOUR WINDS INTERACTIVE LLC

Four Winds Interactive, LLC  
3012 Huron Street  
Denver, Colorado 80202  
Attn: Nigel V. Alexander, Chief Financial Officer  
Fax: (303) 312-3501  
Email: Nigel.Alexander@fourwindsinteractive.com

By: DL  
Name: David C. Levin  
Title: President CEO

FWI LLC

By: DL  
Name: David C. Levin  
Title: Manager

FOUR WINDS INTERACTIVE  
INTERNATIONAL LLC

By: DL  
Name: David C. Levin  
Title: Manager

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021  
Attn: Mr. Danny Harrison  
Fax: (303) 469-9088  
Email: dharrison@svb.com

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

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:

Address of Grantor:

FOUR WINDS INTERACTIVE LLC

Four Winds Interactive, LLC  
3012 Huron Street  
Denver, Colorado 80202  
Attn: Nigel V. Alexander, Chief Financial Officer  
Fax: (303) 312-3501  
Email: Nigel.Alexander@fourwindsinteractive.com

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

FWI LLC

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

FOUR WINDS INTERACTIVE  
INTERNATIONAL LLC

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

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021  
Attn: Mr. Danny Harrison  
Fax: (303) 469-9088  
Email: dharrison@svb.com

By: Daniel Harrison  
Name: Daniel Harrison  
Title: VP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
SYSTEM AND METHOD FOR PROGRAMMING AND DISPLAYING DIRECTIONALLY BASED TEXTUAL WAYFINDING CONTENT	9,037,402 13/948,451	May 19, 2015 July 23, 2013



EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FOUR WINDS INTERACTIVE	4,245,334	November 20, 2012
	85/583,263	March 29, 2012
FWI & Design	4,197,093	August 28, 2012
	85/387,137	August 2, 2011
IDS	3,704,157	November 3, 2009
	77/501,498	June 18, 2008
INTEGRATION STUDIO	4,606,040	September 16, 2014
	85/690,244	July 30, 2012
INTEGRATION STUDIO	4,606,039	September 16, 2014
	85/689,733	July 30, 2012

EXHIBIT D

Mask Works

None.