

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NTENT, Inc.		10/09/2015	CORPORATION: DELAWARE
VSW1, Inc.		10/09/2015	CORPORATION: DELAWARE
VSW2, Inc.		10/09/2015	CORPORATION: DELAWARE
AddGloo, Inc.		10/09/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fontek Consulting Ltd.
Street Address:	Wickams Cay II, Roadtown
Internal Address:	Old Clarence Thomas Building, 2nd floor
City:	Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH
Name:	Charles Anderson
Street Address:	265 Brookview Centre Way
Internal Address:	Suite 501
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37919
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	TeliaSonera AB
Street Address:	Sturegatan 1
City:	Stockholm
State/Country:	SWEDEN
Postal Code:	SE-106 63
Entity Type:	CORPORATION: SWEDEN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85133634	VSW FEATURELINK
Serial Number:	85460772	VSW
Serial Number:	85460759	VSW SEARCH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85133652	VSW FEATUREPLAY
Serial Number:	85133620	VERTICALSEARCHWORKS
Serial Number:	86267448	NTENT
Serial Number:	86261307	NTENT
Serial Number:	86264433	NTENT

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 212-558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	017942/00024 (RAD)
NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	10/20/2015

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 9, 2015, is made by and among NTENT, Inc., a Delaware corporation (the “Borrower”), the Borrower’s subsidiaries organized in the United States of America listed on Schedule A hereto (together with the Borrower, the “Grantors” and each a “Grantor”), and the parties listed on Schedule B hereto, which parties are holders of certain secured promissory notes, each as a pledgee, assignee and secured party (and, each in such capacities, a “Secured Party,” and collectively, the “Secured Parties”).

WHEREAS, the Grantors are parties to an Amended and Restated Security Agreement, dated as of October 9, 2015, in favor of the Secured Parties (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors granted a security interest in the Collateral (as defined below) to the Secured Parties and are required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

Section 2. Grant of Security. Each Grantor hereby grants to the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all patents issued or assigned to, and all patent applications and registrations made by, such Grantor, including without limitation, the patents and patent applications set forth in Schedule C hereto, (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (a) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor’s use of any patents, (b) provisionals, reissues, divisions, continuations, renewals, extensions, reexaminations, revisions and continuations-in-part thereof, and the inventions, discoveries (whether or not reduced to practice) and improvements described and claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein, (c) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (d) rights corresponding thereto throughout the world and (e) claims for, and rights to sue for, past, present or future infringements thereof, (collectively, the “Patents”);

(ii) all trademarks, service marks, design marks, designs, slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL’s), websites, Internet domain names and other Internet addresses or identifiers and social media handles associated therewith, corporate names, brand names, product names, assumed names, fictitious

names, d/b/a's, business names and trade names, and any and all other forms of trade identity and other indicia of origin, now existing or hereafter adopted or acquired, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including without limitation, the trademark and service mark registrations and applications set forth in Schedule D hereto, that are owned by or assigned to such Grantor, all registrations and applications for the foregoing, and renewals thereof and amendments thereto, and all tangible embodiments of the foregoing, together with, in each case, the goodwill related to the foregoing and symbolized thereby and any and all (a) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of any trademarks, (b) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (c) rights corresponding thereto throughout the world and (d) claims for, and rights to sue for, past, present and future infringements, dilution or other violation thereof, or any injury to the related goodwill (collectively, the "Trademarks"); and

(iii) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), all tangible embodiments of the foregoing and all copyright registrations and applications made by such Grantor, in each case, whether now owned or hereafter created or acquired by or assigned to such Grantor, including without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule E hereto together with any and all (a) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of such copyrights, (b) renewals and supplementary registrations in connection therewith, (c) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (d) rights corresponding thereto throughout the world and (d) claims for, and rights to sue for, past, present or future infringements thereof (collectively, the "Copyrights").

Notwithstanding anything herein (including in any schedules attached hereto) to the contrary, in no event shall the security interest and lien granted under this Section 2 attach to (nor shall the Collateral include) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Authorization to Supplement. Each Grantor hereby authorizes each Secured Party unilaterally to modify this IP Security Agreement by amending any and all of the schedules attached hereto to include any future Collateral of such Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend any of the schedules attached hereto shall in any way affect, invalidate or detract from each Secured Party's continuing security interest in all Collateral, whether or not listed on any schedule attached hereto.

Section 4. Security Agreement. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of each Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents or Trademarks, and the Register of Copyrights record this IP Security Agreement.

Section 6. Termination. This IP Security Agreement and the security interest granted herein shall terminate with respect to all of the Borrower's Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Borrower's Obligations thereunder or as otherwise provided in the Security Agreement. Each Secured Party shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the applicable Grantor, upon request, an instrument in writing releasing the security interest in the Collateral granted pursuant to this IP Security Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), each Secured Party shall reasonably cooperate with any efforts made by any Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this IP Security Agreement and any security interest in, to or under the Collateral.

Section 7. Counterparts. This IP Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

Section 8. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this IP Security Agreement to be executed and delivered as of the date first written above.

GRANTORS:

NTENT, INC.

By: 

Name:

Title: Ed Duncan

ADDGLOB, INC.

By: 

Name:

Title:

VSW1, INC.

By: 

Name:

Title:

VSW2, INC.

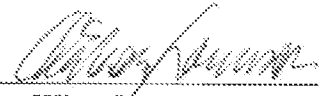
By: 

Name:

Title:

SECURED PARTY:

TELIASONERA AB

By: 
Name: Håkan Jansson
Title:

[NTENT IP Security Agreement – Signature Page]

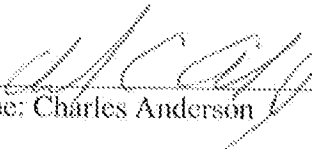
IN WITNESS WHEREOF, the undersigned parties hereto have caused this IP Security Agreement to be executed and delivered as of the date first written above.

SECURED PARTY:

FONTEK CONSULTING LTD

By: _____
Name:
Title:

SECURED PARTY:

By:  _____
Name: Charles Anderson

SECURED PARTY:

FONTEK CONSULTING LTD

By: 
Name: Vernon Emmanuel Salazar Zurita
Title: Director

Schedule A

Grantors

GRANTOR	Jurisdiction of Organization	Principal Place of Business
NTENT, Inc.	Delaware	342 W 37 th Street New York, NY 10018
VSW1, Inc.	Delaware	1919 Gallows Road Suite 1050 Vienna, VA 22182
VSW2, Inc.	Delaware	1919 Gallows Road Suite 1050 Vienna, VA 22182
AddGloo, Inc.	Delaware	1919 Gallows Road Suite 1050 Vienna, VA 22182

Schedule B

Names of Secured Parties

Fontek Consulting LTD
For Notices: Fontek Consulting Ltd Old Clarence Thomas Building, 2 nd floor Wickams Cay II, Roadtown Tortola, British Virgin Islands Attn: Vernon Emmanuel Salatar Turita, Director Email: Paula.Fontenla@FontekConsulting.com
Charles Anderson For Notices: <u>265 Brookview Centre Way, Suite 501</u> <u>Knoxville, TN 37919</u> _____ _____ Attn: _____ Email: _____
TeliaSonera AB For Notices: 106 63 Stockholm Sweden Fax: + 46 8 946 470 Attn: General Counsel Email: _____ With a copy (which may be delivered only by fax) to: Jay Clayton, Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 (fax: +1 212 291 9026) and John Horsfield-Bradbury, Sullivan & Cromwell LLP, 1 New Fetter Lane, London, EC4A 1AN, UK (fax: +44 20 7959 8950)

Schedule C

Patents

Patent No./Application No.	Owner	Jurisdiction
1. <u>6243713</u>	VSW2, Inc.	USA
2. <u>7606810</u>	NTENT, Inc.	USA
3. <u>7568825</u>	NTENT, Inc.	USA
4. <u>7783668</u>	VSW2, Inc.	USA
5. <u>8195666</u>	NTENT, Inc.	USA
6. <u>8478758</u>	NTENT, Inc.	USA
7. <u>8645379</u>	NTENT, Inc.	USA
8. <u>14/171688</u>	Vertical Search Works, Inc.	USA

Schedule D

Trademarks

Mark	Serial No.	Owner	Jurisdiction
1. VSW FeatureLink	85133634	NTENT, Inc.	United States
2. VSW	85460772	NTENT, Inc.	United States
3. VSW Search	85460759	NTENT, Inc.	United States
4. VSW FeaturePlay	85133652	NTENT, Inc.	United States
5. VerticalSearchWorks	85133620	NTENT, Inc.	United States
6. NTENT	86267448	NTENT, Inc.	United States
7. NTENT	86261307	Vertical Search Works, Inc.	United States
8. NTENT	86264433	Vertical Search Works, Inc.	United States

Schedule E

Copyrights

None.