

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Collective, Inc.		10/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86643777	COLLECTIVE DESK	
Serial Number:	86615466	VISTO	
Serial Number:	85908591	ADVERTISING SHOULD BE A DEVICEFUL EXPERI	
Serial Number:	85908581	LIFE IS BUT A SCREEN	
Serial Number:	85777568	ALLFRONT	
Serial Number:	85777567	WHEREVERTISING	
Serial Number:	85777565	CAUSAL ATTRIBUTION	
Serial Number:	85777563	TV ACCELERATOR	
Serial Number:	85002121	THE AUDIENCE ENGINE	
Serial Number:	77853028	C COLLECTIVE THE AUDIENCE ENGINE	
Serial Number:	77581830	PERSONIFI	
Serial Number:	77545695	COLLECTIVE VIDEO	
Serial Number:	77458389	DIRECTIVE NETWORK	
Serial Number:	77442069	AMP	
Serial Number:	77415883	COLLECTIVE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-677-1400
Email: susan.reynolds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-588
NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	10/27/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 19, 2015 by and between COMERICA BANK ("Bank") and COLLECTIVE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of May 22, 2013, as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of June 27, 2013, that certain Second Amendment to Loan and Security Agreement dated as of December 24, 2013, that certain Third Amendment to Loan and Security Agreement dated as of March 21, 2014, that certain Fourth Amendment to Loan and Security Agreement dated as of June 11, 2014, that certain Fifth Amendment to Loan and Security Agreement dated as of September 30, 2014, that certain Sixth Amendment to Loan and Security Agreement dated as of December 5, 2014, that certain Seventh Amendment to Loan and Security Agreement dated as of March 30, 2015, that certain Eighth Amendment to Loan and Security Agreement dated as of April 23, 2015, that certain Ninth Amendment to Loan and Security Agreement dated as of July 16, 2015, that certain Tenth Amendment to Loan and Security Agreement dated as of July 31, 2015 and that certain Forbearance Agreement and Eleventh Amendment to Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to continue making the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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.

Address of Grantor:

229 W 43rd Street, 8th Floor
New York, NY 10036
Attn: Chief Financial Officer

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

GRANTOR:

COLLECTIVE, INC.

By: 

Title: CEO

BANK:

COMERICA BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
*AMP 3.0 Software	TX0007209438	3/4/10

*Title held in name of "Collective Media, Inc."

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method and system for behavioral classification	8326688	12/4/12
Method and system for classifying text	8762382	6/24/14
Method and system for targeting advertisements	8949890	2/3/15
Tracking advertising abandonment rates	8990337	3/24/15
Method and system for semantic distance measurement	12616505	11/11/09
Microsite delivery	12794566	6/4/10
Self-expanding ad unit	12796534	6/8/10
Method and system for tracking interaction and view information for online advertising	12832520	7/8/10
Method and system for one tag trafficking in display advertising to achieve personalized ad experiences at scale	12948508	11/17/10
Prestreams	13267781	10/6/11
Method and system for targeting advertisements	13535985	6/28/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
COLLECTIVE DESK	86643777	5/28/15
VISTO	86615466	4/30/15
ADVERTISING SHOULD BE A DEVICEFUL EXPERIENCE	85908591	4/18/13
LIFE IS BUT A SCREEN	85908581	4/18/13
ALLFRONT	85777568	11/12/12
WHEREVERTISING	85777567	11/12/12
CASUAL ATTRIBUTION	85777565	11/12/12
TV ACCELERATOR	85777563	11/12/12
THE AUDIENCE ENGINE	85002121	3/30/10
C COLLECTIVE THE AUDIENCE ENGINE	77853028	10/20/09
PERSONIFI	77581830	9/30/08
COLLECTIVE VIDEO	77545695	8/13/08
DIRECTIVE NETWORK	77458389	4/25/08
AMP	77442069	4/7/08
COLLECTIVE NETWORK	77415883	3/7/08