

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLICKFOX, INC.		11/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES TECHNOLOGY III, L.P.		
<b>Street Address:</b>	400 Hamilton Avenue		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86764240	JOURNEY SCIENCES	
<b>Registration Number:</b>	2595466	CLICKFOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179464801		
<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>	617-946-4830		
<b>Email:</b>	bosippto@seyfarth.com		
<b>Correspondent Name:</b>	Brian Michaelis		
<b>Address Line 1:</b>	2 Seaport Lane		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210-2028		
<b>ATTORNEY DOCKET NUMBER:</b>	39987.8		
<b>NAME OF SUBMITTER:</b>	brian michaelis		
<b>SIGNATURE:</b>	/Brian Michaelis/		
<b>DATE SIGNED:</b>	11/30/2015		
<b>Total Attachments: 11</b>			
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**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") dated November 23, 2015 is executed by and between CLICKFOX, INC., a Delaware corporation, having a principal place of business located at 3445 Peachtree Road, Suite 1250, Atlanta, Georgia 30326 (the "Debtor"), and HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership, 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 (together with its successors and/or assigns, the "Secured Party"), and amends and restates in its entirety, that certain Intellectual Property Security Agreement dated August 21, 2012 (the "Original Agreement").

**RECITALS**

A. Whereas, Debtor and Secured Party initially entered into a certain Loan and Security Agreement dated as of August 21, 2012 by and between Debtor and Secured Party whereby the Secured Party established a certain term loan arrangements in favor of the Debtor, which was amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated May 27, 2014 (as the same may be amended, restated and/or otherwise modified from time to time, the "2014 LSA") pursuant to which Lender established a certain term loan facility in favor of the Borrower in the principal amount of Six Million Dollars (\$6,000,000.00) (the "Term Loan"). Furthermore, in connection with that certain Amendment No. 3 to Amended and Restated Loan and Security Agreement dated July 31, 2015 (the "Third Amendment"), Secured Party established an additional secured loan in favor of the Borrower in the original principal amount of up to \$3,300,000.00 (the "2015 Bridge Loan").

B. Debtor and Secured Party entered into a certain Loan and Security Agreement dated August 23, 2013 (as the same may be amended, restated and/or otherwise modified from time to time, the "2013 LSA" and together with the 2014 LSA, collectively, the "Loan and Security Agreements"), pursuant to which Secured Party established a revolving credit facility in favor of the Debtor in an aggregate principal amount of up to Two Million Dollars (\$2,000,000.00) (the "Revolving Loan"). For the purposes of this Agreement, the 2015 Bridge Loan, the Term Loan, and the Revolving Loan, shall collectively be referred to as the "Loans" and any and all obligations of the Debtor in favor of the Secured Party relating to the Loans, shall collectively be referred to as the "Secured Obligations".

C. The Borrower is in default of its obligations under or in respect of the Revolving Loan. The Borrower has requested that the Lender otherwise forebear from exercising its rights and remedies upon default, and to extend the maturity date of the Revolving Loan. Secured Party is willing to so forbear, subject to, among other things, the Debtor reaffirming Secured Party's security interest in all of the Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof) to secure the Secured Obligations and Debtor's amending and restating of the Original Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**I. Security Interest.** As security for the Secured Obligations, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral");

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State

thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto (collectively, the "Licenses");

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

**2. Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the Secured Obligations.

**3. Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and represents that the representations and warranties contained in Section 5 of the 2014 LSA are true, correct and complete, and the provisions of Section 5 of the 2014 LSA are hereby incorporated herein by reference and made a part hereof.

**4. Rights of the Secured Party.** Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the default rate as set forth in Section 2.5 of the 2014 LSA and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

**5. Rights of Secured Party to Use and Operate Collateral.** Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right, so long as any such Event of Default continues, to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

6. **Events of Default.** The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default, as such term is defined in the Loan and Security Agreements (herein called "Events of Default").

7. **Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been appraised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

8. **Assignment.** No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to the Note at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

9. **Governmental Approvals.** The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

10. **Setoffs.** If the Debtor shall fail generally to pay its debts as such debts become due or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same

toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

**11. Reinstatement.** This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

**12. Notices.** Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first-class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

**13. Amendment; Miscellaneous.** The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

**14. Governing Law and Jurisdiction.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of the State of California.

**15. Filings.** The Debtor will promptly execute and deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may themselves execute and file, and at the Secured Party's request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any Collateral now owned or hereafter acquired by the Debtor or in any replacements or proceeds thereof.

**16. RATIFICATION AND CONFIRMATION OF SECURITY INTEREST.** THIS AGREEMENT AMENDS AND RESTATES THE ORIGINAL AGREEMENT AND IS MADE IN CONNECTION WITH THAT CERTAIN FORBEARANCE AGREEMENT OF EVEN DATE AND IS A CONDITION PRECEDENT THEREUNDER. THE DEBTOR FURTHER ACKNOWLEDGES AND

AGREES THAT THE SECURITY INTEREST GRANTED TO THE SECURED PARTY UNDER THE ORIGINAL AGREEMENT IS HEREBY RATIFIED AND REAFFIRMED, AND IS A CONTINUING LIEN IN FULL FORCE AND EFFECT DATING BACK TO THE ORIGINAL AGREEMENT.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Marco Pacelli

Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Technology Growth Capital,  
Inc., Its Manager

By: \_\_\_\_\_

Name: Benjamin Bang

Its: Associate General Counsel

**SCHEDULE A**

**Copyrights**

None

## **SCHEDULE B**

### **Patents**

The Company has registered or applied for registration for the following patents:

- U.S. Patent No. 7,107,535, Filing Date: 2/7/2001
- U.S. Patent No. 7,725,840, Filing Date: 7/24/2006
- U.S. Patent No. 7,305,622, Filing Date: 12/5/2001
- U.S. Patent No. 7,152,106, Filing Date: 7/5/2002
- U.S. Patent No. 7,644,134, Filing Date: 7/5/2002
- U.S. Patent No. 7,673,340, Filing Date: 6/2/2005
- U.S. Patent No. 8,769,441, Filing Date: 5/20/2010
- U.S. Patent Application No. 14/319,879, Filing Date: 6/30/2014

SCHEDULE C

**Trademarks**

The Company has registered or applied for registration for the following trademarks:

Application No.	Filing Date	Registration Date	Registration No.	Status	Title
86/764,240	9/22/2015			Pending	JOURNEY SCIENCES
76/075,490	6/22/2000	7/16/2002	2,595,466	Registered	CLICKFOX

**SCHEDULE D**

**Licenses**

**None.**