

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELIVERY AGENT, INC.		12/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HILLAIR CAPITAL INVESTMENTS, L.P.		
Street Address:	345 Lorton Avenue, Suite 303		
Internal Address:	c/o Hillair Capital Management, LLC		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77198978	SEEN ON!	
Serial Number:	74536164	SHOP TV	
CORRESPONDENCE DATA			
Fax Number:	2123707889		
<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:	2123701300		
Email:	pto@egsllp.com		
Correspondent Name:	ATUL R. SINGH		
Address Line 1:	1345 Avenue of the Americas, 11th Floor		
Address Line 2:	Ellenoff Grossman & Schole LLP		
Address Line 4:	New York, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	12911.001		
NAME OF SUBMITTER:	ATUL R. SINGH		
SIGNATURE:	/ATUL R. SINGH/		
DATE SIGNED:	12/10/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 9, 2015, (the "Agreement") between HILLAIR CAPITAL INVESTMENTS, L.P. ("Lender") and DELIVERY AGENT, INC., a Delaware corporation, ("Grantor") is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender, the other Borrowers party thereto and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, whether registered or not, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement,

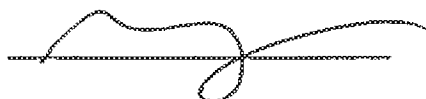
or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DELIVERY AGENT, INC.

By: _____



Name: Michael Fitzsimmons

Title: Chief Executive Officer

Address for Notices:

Attn: Chief Financial Officer
300 California Street, Third Floor
San Francisco, CA 94104
Fax: (415) 358-8033

LENDER:

HILLAIR CAPITAL INVESTMENTS, L.P.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Sean M. McAvoy
c/o Hillair Capital Management LLC
345 Lorton Avenue, Suite 303
Burlingame, CA 94010

Tel:

Fax:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
DELIVERY AGENT, INC.

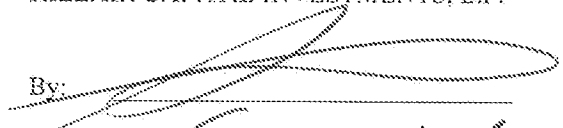
By: _____

Name: _____

Title: _____

Address for Notices:
Attn: Chief Financial Officer
300 California Street, Third Floor
San Francisco, CA 94104
Fax: [_____]

LENDER:
HILLAIR CAPITAL INVESTMENTS, L.P.

By:  _____

Name: Sean M. McAvoy

Title: Managing Member
Hillair Capital Investments LLC

Address for Notices:
Attn: Sean M. McAvoy
c/o Hillair Capital Management LLC
345 Lorton Avenue, Suite 303
Burlingame, CA 94010

Tel: 915.266.6945
Fax:

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
SEEN ON!	77198978	3378121		6/6/07
SHOP TV	74536164	1909018		06/10/1994

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Product and presentation placement system and method	N/A	11127770	Published	
Contextual commerce for viewers of video programming	N/A	14280171	Published	