

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lotame Solutions, Inc.		12/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	8020 Towers Crescent Drive		
Internal Address:	Suite 475		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3817287	BEYOND TARGETING	
Registration Number:	3922975	LOTABYTES	
Registration Number:	3676952	LOTAME	
Registration Number:	4683615	LOTAME	
Registration Number:	4669903	LOTAME	
Registration Number:	4066468	LOTAME SMART DATA	
Registration Number:	3676955	EVERY PARTY NEEDS CROWD CONTROL	
Registration Number:	3676953	CROWD CONTROL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F160454		

OP \$215.00 3817287

NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	12/31/2015
Total Attachments: 11 source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page1.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page2.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page3.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page4.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page5.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page6.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page7.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page8.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page9.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page10.tif source=Closing Copy - Intellectual Property Security Agreement (Lotame)#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of December 31, 2015, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 8020 Towers Crescent Drive, Suite 475, Vienna, Virginia 22182 ("**Bank**") and LOTAME SOLUTIONS, INC., a Delaware corporation with its principal place of business located at 8850 Stanford Boulevard, Suite 2000, Columbia, Maryland 21045 ("**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 (a) that certain Loan and Security Agreement by and between Bank and Grantor dated as of January 31, 2013, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of March 26, 2013, as amended by that certain Default Waiver and Second Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of January 30, 2014, as amended by that certain Default Waiver and Third Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of April 1, 2014, but effective as of March 31, 2014, as amended by that certain Default Waiver and Fourth Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of June 4, 2014, but effective as of April 30, 2014, as amended by that certain Additional Borrower Joinder Supplement by and among Bank, Grantor, and ADMOBIUS, INC., a Delaware corporation ("**AdMobius**") dated as of June 4, 2014, as amended by that certain Fifth Amendment to Loan and Security Agreement by and among Bank, Grantor and AdMobius dated as of September 23, 2015, and as further amended by that certain Sixth Amendment to Loan and Security Agreement by and among Bank, Grantor and AdMobius dated as of even date hereof and (b) that certain Mezzanine Loan and Security Agreement by and among Bank, Grantor and AdMobius dated as of even date hereof (collectively, and as each 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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**");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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**");

(e) 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**");

(f) 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**");

(g) 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;

(h) 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, in each case, to the extent permitted by such license or rights;

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[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:

LOTAME SOLUTIONS, INC.


By: Andrew Monfried

Title: President

BANK:

SILICON VALLEY BANK

By: _____

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:

LOTAME SOLUTIONS, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: *Vice President* _____

TRADEMARK

REEL: 005700 FRAME: 0448

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Application No.	Title	Filing Date	Country	Status	Details
11/977,045	Systems and Methods For Targeting Advertisements to Users of Social-Networking and Other Web 2.0 Websites and Applications	October 22, 2007	United States	Abandoned	
12/393,546	Method of Tracking and Targeting Internet Payloads Based on Time Spent Actively Viewing	February 26, 2009	United States	Abandoned	


EXHIBIT C

Trademarks

Country	Mark	Status/ Sub Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Australia	CROWD CONTROL	Registered	1470909 Jan 24, 2012	1470909 Jan 24, 2012	Lotame Solutions, Inc.	09 Scientific, nautical, cinematographic, weighing, signaling and teaching apparatus and instruments; apparatus and instruments for conducting switching, transforming, accumulating, regulating or controlling electric magnetic data carriers, recording discs, compact discs, DVDs and other digital recording media; mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, computer computer software; fire-extinguishing apparatus; none of the foregoing goods being in the field of, or specifically adapted for, the control of physical or virtual crowds. Advertising; business management; business administration; office functions; data management services.
Australia	LOTAME	Registered	1633493(R12 08481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
Canada	LOTAME	Pending	1655009 Dec 5, 2013		Lotame Solutions, Inc.	Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, namely audience click, download, upload, video completion behaviors, audience social interests, and audience demographic information, in order to deliver advertising and editorial content targeted to specific consumers.
European Union	LOTAME	Registered	(R1208481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
India	LOTAME	Pending	(IR1208481) Dec 4, 2013		Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
International Bureau (WIPO)	LOTAME	Registered	1208481 Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
Singapore	LOTAME	Registered	T1410993D(I R1208481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
United States of America	BEYOND TARGETING	Registered	77874347 Nov 17, 2009	3817287 Jul 13, 2010	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, maintenance, processing, and storing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers; direct marketing services; direct marketing advertising for others; direct marketing consulting services; advertising and promotional services; advertising, marketing and promoting the goods and services of others using online targeted advertising.

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REEL: 005700 FRAME: 0452

Country	Mark	Status/ Sub Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
United States of America	LOTABYTES	Registered	85080241 Jul 8, 2010	39222975 Feb 22, 2011	Lotame Solutions, Inc.	35 Advertising and marketing; marketing consultation services; providing information in the field of advertising and marketing; providing information in the field of advertising and marketing through the Internet.
United States of America	LOTAME	Registered	77153637 Apr 11, 2007	3676952 Sep 1, 2009	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, maintenance, processing, and storing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
United States of America	LOTAME	Registered	86135080 Dec 4, 2013	4683615 Feb 10, 2015	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers. 42 Software as a Service (SAAS), namely, software for online data management allowing users to track specified data points about visitors to specified websites and applications to enable an evaluation on how to maximize advertising spend, customize online content and to increase Internet traffic.
United States of America	LOTAME (and design) 	Registered	86135045 Dec 4, 2013	4689903 Jan 13, 2015	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers. 42 Software as a Service (SAAS), namely, software for online data management allowing users to track specified data points about visitors to specified websites and applications to enable an evaluation on how to maximize advertising spend, customize online content and to increase Internet traffic.
United States of America	LOTAME SMART DATA	Registered	85286543 Apr 5, 2011	4066468 Dec 6, 2011	Lotame Solutions, Inc.	35 Advertising and marketing services; advertising and marketing consultancy; business information management services for use in the electronic collection, organization, maintenance, processing, and reporting of consumer information.
United States of America	EVERY PARTY NEEDS CROWD CONTROL	Registered	77155271 Apr 12, 2007	3676955 Sep 1, 2009	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
United States of America	CROWD CONTROL	Registered	77153639 Apr 11, 2007	3676953 Sep 1, 2009	Lotame Solutions, Inc.	09 Computer software for the electronic collection, organization, maintenance, processing, and storing of behavioral and social data

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EXHIBIT D

Mask Works

None.