

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERSADO INTELLECTUAL PROPERTY LIMITED		01/27/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	505 5th Avenue		
Internal Address:	11th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4808880	PERSADO	
Serial Number:	86619128	HAIKU	
Serial Number:	86619129	HAIKU	
Serial Number:	86795795	PERSADO GO	
Serial Number:	86795802	PERSADO GO	
Serial Number:	86619123	PERSUASION AUTOMATION	
Serial Number:	86619125	PERSUASION AUTOMATION	
Serial Number:	86619121	PERSUASION, ENGINEERED.	
Serial Number:	86619124	PERSUASION, ENGINEERED.	
Serial Number:	85643324	1LINEMARKETING	
Serial Number:	85530322	1LM	
Serial Number:	85643313	1 LM	
Serial Number:	85528385	ONELINEMARKETING	
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>			

OP \$340.00 4808880

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F160943

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 01/27/2016

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of January 27, 2016, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 5th Avenue, 11th Floor, New York, New York 10017 (“**Bank**”) and **PERSADO INTELLECTUAL PROPERTY LIMITED**, a private limited company registered under the laws of England and Wales under company number 08273780 and whose registered office is at Finsgate, 5-7 Cranwood Street, London, England EC1V 9EE (“**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 as of December 3, 2013 (as amended, and as the same may be further 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, all of Grantor’s right, title and interest in, to and under 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 copyright registrations 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 service mark 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 trademark applications and registrations, 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 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. Exclusions. Notwithstanding anything herein to the contrary, the security interest granted in this Agreement shall not include any “intent-to-use” Trademark applications filed in the United States Patent and Trademark Office until such time as a statement of use or an amendment to allege use has been filed with such application.

4. 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 such rights and remedies.

5. 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.

6. 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.

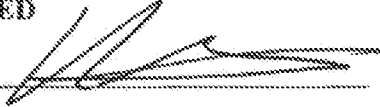
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

PERSADO INTELLECTUAL PROPERTY LIMITED

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Testing Message Variants across Different Groups while Minimizing Temporal Effects	13/290,051	4 Nov. 2011
Message Optimization	13/517,032	18 June 2012
System and Method for Deriving Distinguishing Information About a User From the Characteristics of a User's Own Language	61/577,662	20 Dec 2011
System, Method, and Computer Program for Identifying Message Content To Send To Users Based On User Language Characteristics	13/714,692	14 Dec 2012
		Claims priority of 61/577,662 filed 20 Dec 2011 and CIP of 13/517,032 filed 18 June 2012
System and Method for Recommending a Grammar for a Message Campaign Used by a Message Optimization System	13/474,695	17 May 2012
System, Method, and Computer Program Product for Monitoring and Responding to the Performance of an Ad	14/879,042	08 Oct 2015
System, Method, and Computer Program For Identifying the Emotional Language in Marketing Messages that a User is Most Likely to Respond Based on User Characteristics	62/265,286	09 Dec 2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HAIKU	App. 86/619,128	No. Filed 05/04/2015
HAIKU	App. 86/619,129	No. Filed 05/04/2015 Published: 09/22/2015 Allowed: 11/17/2015
PERSADO	App. 85/780,113	No. Filed 11/15/2012
	Reg. 4,808,880	No. Registered 09/08/2015
PERSADO GO	App. 86/795,795	No. Filed 10/22/2015
PERSADO GO	App. 86/795,802	No. Filed 10/22/2015
PERSADO GO	App. 1753244	No. Filed 11/04/2015
PERSUASION AUTOMATION	App. 1753245	No. Filed 11/04/2015
PERSUASION, ENGINEERED	App. 1753246	No. Filed 11/04/2015
PERSUASION GO	App. 014761969	No. Filed 11/04/2015 Office Action issued 11/10/2015
PERSUASION AUTOMATION	App. 014761977	No. Filed 11/04/2015 Office Action issued 11/10/2015
PERSUASION, ENGINEERED	App. 014761985	No. Filed 11/04/2015 Office Action issued

			11/10/2015
PERSUASION AUTOMATION	App. 86/619,123	No.	Filed 05/04/2015 Office Action issued 08/14/2015
PERSUASION AUTOMATION	App. No. 86/619,125		Filed 05/04/2015 Office Action issued 08/14/2015
PERSUASION, ENGINEERED	App. 86/619,121	No.	Filed 05/04/2015 Office Action issued 08/14/2015
PERSUASION, ENGINEERED	App. 86/619,124	No.	Filed 05/04/2015 Published 09/22/2015 Allowed 11/17/2015
1LINEMARKETING	App. No. 85/643,324		Filed 06/05/2012 Published 10/30/2012 Allowed 12/25/2012 Extension filed 12/18/2013 Per client, allow application to become abandoned 06/18/2014 Notice of Abandonment issued 07/28/2014
1LM	App. 85/530,322	No.	Filed 01/31/2012 Published

1LM

1LM

(Stylized) App.
85/643,313

06/12/2012
Allowed
08/07/2012
Extension filed
01/31/2014
Per client, allow
application to
become
abandoned
08/04/2014

Owner: Persado
Intellectual
Property Limited

No. Filed 06/05/2012

Published
10/30/2012

Allowed
12/25/2012

Extension filed
12/18/2013

Per client, allow
application to
become
abandoned
06/18/2014

Notice of
Abandonment
issued
07/28/2014

Owner: Persado
Intellectual
Property Limited

ONELINEMARKETING

App.
85/528,385

No. Filed 01/30/2012

Published
06/12/2012

Allowed
08/07/2012

Extension filed
01/31/2014

Per client, allow
application to
become
abandoned
08/04/2014

Owner: Persado
Intellectual
Property Limited

EXHIBIT D

Mask Works

None.