

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiate Media Holding Company		02/12/2016	CORPORATION: DELAWARE
Radiate Media, LLC		02/12/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4442546	RADIATE 360	
Registration Number:	4679604	TRUTRAFFIC	
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:	F161311		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	02/17/2016		

OP \$65.00 4442546

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of February 12, 2016, by and among **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **RADIATE MEDIA HOLDING COMPANY**, a Delaware corporation ("**RMHC**") and **RADIATE MEDIA, LLC**, a Delaware limited liability company ("**Radiate**"; together with RMHC, individually and collectively, "**Grantor**").

RECITALS

A. Bank has agreed to extend certain financial accommodations to Grantor (the "**Loan**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of October 14, 2011, between Grantor and Bank (as modified and in effect from time to time, including without limitation, by that certain Forbearance and Seventh Amendment to Amended and Restated Loan and Security Agreement, dated of even date herewith, the "**Loan Agreement**"). *All capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement.*

B. Bank is willing to make certain modifications of the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

C. 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.

AGREEMENT

1. **Grant of Security Interest.** To secure Grantor's Obligations to Bank under the Loan Documents, 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 owned by Grantor, 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 owned by Grantor now or hereafter existing, created, acquired or held;

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

(d) All patents, patent applications and like protections owned by Grantor 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 owned by Grantor, 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 trademark applications and trademark registrations set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips owned by Grantor, 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 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 Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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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.

GRANTOR:

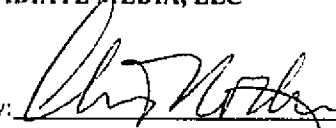
RADIATE MEDIA HOLDING COMPANY

By: 

Name: CHRIS ROTHLEY

Title: CEO

RADIATE MEDIA, LLC

By: 

Name: CHRIS ROTHLEY

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

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:

RADIATE MEDIA HOLDING COMPANY

By: _____

Name: _____

Title: _____

RADIATE MEDIA, LLC

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Jocelyn Hartmann

Name: Jocelyn Hartmann

Title: VP

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyright Registrations

None.

EXHIBIT B

Patents

<u>Description</u>	Application Number	Publication Number	Application Date	Publication Date
PROGRAMMING AN ADVERTISING ENGINE	1421766	20140279064	03/17/2014	09/18/2014
INTEGRATING MEDIA ANALYTICS TO CONFIGURE AN ADVERTISING ENGINE	14272312	20140337120	05/07/2014	11/13/2014

EXHIBIT C

Trademark Applications and Trademark Registrations

Mark	Serial Number	Registration Number	Registration Date	Owner
RADIATE 360	85777872	4442546	12/3/2013	Radiate Media Holding Company
TRUTRAFFIC	86041851	4679604	1/27/2015	Radiate Media Holding Company

EXHIBIT D

Mask Works