

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
30 Second Software, Inc.		03/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4279514	LOCALPOINT	
Registration Number:	4378662	LOCALPOINT	
Registration Number:	3391261	DIGBY	
CORRESPONDENCE DATA			
Fax Number:	2138960400		
<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:	2138915604		
Email:	aarnelle@buchalter.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B7285-0305		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	04/04/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2016, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Secured Party") and 30 SECOND SOFTWARE, INC., a Delaware corporation ("Grantor"), is made with reference to the Guaranty, dated as of March 25, 2016 (as amended from time to time, the "Guaranty"), made by Grantor in favor of Secured Party. Terms defined in the Guaranty 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 of Grantor under the Guaranty, Grantor hereby grants to Secured Party 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Secured Party with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Guaranty, 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 Secured Party of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Secured Party of any other rights, powers or remedies.

Secured Party agrees to release its security interest in the Intellectual Property Collateral when it releases its lien in the Collateral in accordance with the terms of the Guaranty.



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

GRANTOR:

30 SECOND SOFTWARE, INC.,
a Delaware corporation


By: 
Name: Alan J. Kaitowski
Title: CEO

Address for Notices:

TAURUS MERGER COMPANY, LLC
7800 Shoal Creek Blvd., Suite 210 W
Austin, TX 78757

SECURED PARTY:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: 
Name: Dash Lawrence
Title: AVP

Address for Notices:

WESTERN ALLIANCE BANK
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520



EXHIBIT A
COPYRIGHTS

None

Intellectual Property Security Agreement

TRADEMARK
REEL: 005764 FRAME: 0785

EXHIBIT B
TRADEMARKS

Owner	Trademark Title	Serial No./ Registration No.	Filing Date/ Registration date
30 SECOND SOFTWARE	LOCALPOINT	85648008 / 4279514	June 10, 2012 / January 22, 2013
30 SECOND SOFTWARE	LOCALPOINT	85648000 / 4378662	June 10, 2012 / August 6, 2013
30 SECOND SOFTWARE	DIGBY	77202489 / 3391261	June 11, 2007 / March 4, 2008

Intellectual Property Security Agreement

TRADEMARK
REEL: 005764 FRAME: 0786

EXHIBIT C
PATENTS

Owner	Patent Title	Application No./ Patent No.	Filing Date/ Patent Date
30 SECOND SOFTWARE	GEO-FENCE ENTRY AND EXIT NOTIFICATION SYSTEM	13/586,140 / 8,812,024	August 15, 2012 / August 19, 2014
30 SECOND SOFTWARE	METHOD FOR ASYNCHRONOUS CATALOG UPDATE	12082862 / ***	April 15, 2008 / ***
30 SECOND SOFTWARE	METHOD FOR LOCATION BASED INVENTORY LOOKUP	12410775 / ***	March 25, 2009 / ***
30 SECOND SOFTWARE	LOCATION BASED COUPON DELIVERY SYSTEM	12477220 / ***	June 3, 2009 / ***
30 Second Software, Inc.	SYSTEM AND METHOD FOR ADAPTIVE USE OF GEOFENCE PARAMETERS	14216729 / ***	March 17, 2014 / ***

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