

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synacor, Inc.		04/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4345324		
Serial Number:	86320921	CONTANGO	
Registration Number:	3031554	TECHNORATI	
Serial Number:	86644980	SMARTWRAPPER	
Registration Number:	3684449	ATTENTION INDEX	
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:	Joanna McCall		
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:	F162854		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	05/03/2016		

OP \$140.00 4345324

Total Attachments: 5

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SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (this "Supplement") is made as of the 29th day of April, 2016 by SYNACOR, INC., a Delaware corporation (the "Grantor") in favor of Silicon Valley Bank (the "Grantee").

WHEREAS, the Grantor executed and delivered to Grantee an Intellectual Property Security Agreement dated September 27, 2013 and recorded with the U.S. Patent and Trademark Office on November 6, 2013 at Reel 5148 and Frame 0385 and on November 6, 2013 at Reel 031597 and Frame 0630, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of September 25, 2015 by and between Grantor and Grantee and recorded with the U.S. Patent and Trademark Office on September 25, 2015 at Reel 036688 and Frame 0352 and on September 25, 2015 at Reel 5630 and Frame 0938 (as further amended from time to time hereinafter, the "Grant") in favor of the Grantee, pursuant to which the Grantor's pledged, assigned and granted a security interest in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Exhibit B. Exhibit B to the Grant is hereby supplemented, but not replaced, by Schedule B-1 annexed hereto.
3. Supplement to Exhibit C. Exhibit C to the Grant is hereby supplemented, but not replaced, by Schedule C-1 annexed hereto.
4. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse Bank for the reasonable legal fees and expenses incurred in connection with the preparation of this Supplement.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

SYNACOR, INC.

By: 

Name:

Title:

William J. Stewart
CEO, Treasurer & Corporate Secretary

SILICON VALLEY BANK

By: _____

Name:

Title:

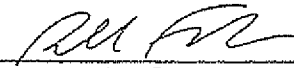
Second Amendment
[Signature Page to ~~First Supplement~~ to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

SYNACOR, INC.

By: _____
Name:
Title:

SILICON VALLEY BANK

By:  _____
Name: Russell Follansbee
Title: Vice President

Second Amendment
[Signature Page to ~~First Supplement~~ to Intellectual Property Security Agreement]

EXHIBIT B-1

Patent	Country	Filing Date	Reg. Date	Serial Number / Patent Number
ECOSYSTEM METHOD OF AGGREGATION AND SEARCH AND RELATED TECHNIQUES	U.S.	8/19/2009	6/11/2013	8,463,824
ECOSYSTEM METHOD OF AGGREGATION AND SEARCH AND RELATED TECHNIQUES	U.S.	6/20/2005	9/29/2009	7,596,571

EXHIBIT C-1

Trademark	Owner	Country	Filing Date	Reg. Date	App./Reg. No.	Status
DESIGN (Talking Bubble)	Synacor, Inc.	U.S.	April 11, 2012	June 4, 2013	4345324	Registered
CONTANGO	Synacor, Inc.	U.S.	June 26, 2014		86/320921	Published
TECHNORATI	Synacor, Inc.	U.S.	April 23, 2004	Dec 20, 2005	3031554	Registered
TECHNORATI	Synacor, Inc.	EU	Sept. 1, 2004	Nov 24, 2005	004005369	Registered
TECHNORATI	Synacor, Inc.	Canada	Sept. 8, 2004	Aug 23, 2006	670933	Registered
SMARTWRAPPER	Synacor, Inc.	U.S.	May 29, 2015		86/644980	Suspended
ATTENTION INDEX	Synacor, Inc.	U.S.	Aug 26, 2004	Sept 15, 2009	3684449	Registered