

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOGIC TREE, LLC		05/03/2016	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Western Bank		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86582634	LOGICTREE	
<b>Serial Number:</b>	86600445	RIDETIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>			
<b>Phone:</b>	919-314-3086		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	Pacific Western Bank		
<b>Address Line 1:</b>	406 Blackwell Street		
<b>Address Line 2:</b>	Suite 240		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLASNANC/CCD		
<b>DATE SIGNED:</b>	05/04/2016		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May 3, 2016 by and between **PACIFIC WESTERN BANK** ("*Bank*") and **LOGIC TREE, LLC**, a Colorado limited liability company ("*Grantor*"). This Agreement amends and restates the terms of the rights and obligations of Bank and Grantor to each other that are set forth in the Intellectual Property Security Agreement dated August 31, 2012 between Bank (as successor in interest by merger to Square 1 Bank) and Grantor in their entirety, and continues such rights and obligations, and the security interests granted therein, as so amended and restated hereby.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank (as successor in interest by merger to Square 1 Bank) and Grantor dated as of August 31, 2012 (as the same 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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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.

**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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations,

renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

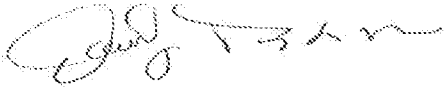
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**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:

**LOGIC TREE, LLC**



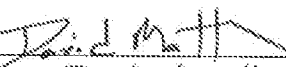
By \_\_\_\_\_  
Name: Daniel Frydenlund  
Title: Manager & Chairman

Address of Grantor:

1732 Wazee Street, Suite 202  
Denver, CO 80202

Bank:

**PACIFIC WESTERN BANK**

By  \_\_\_\_\_  
Name: David Matthews  
Title: VP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
CCOS directory assistance	TX0006022239	2004-08-24
North Carolina Department of Transportation application callflows	TX0006022238	2004-08-24
WMATA RideGuide application callflows	TX0006022237	2004-08-24
511 – St. Louis, MO	TX0006022236	2004-08-24

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Voice-Optimized Database System and Method of Using Same	6,377,927	4/23/2002
Telephony-Data Application Interface Apparatus and Method for Multi-Modal Access to Data Applications	6,941,273	9/06/2005
Multi-Modal, Multi-Path User Interface for Simultaneous Access to Internet Data over Multiple Media	6,948,129	9/20/2005
System for Providing Multi-Phased, Multi-Modal Access to Content Through Voice and Data Devices	7,200,142	4/03/2007
Multi-Modal Voice Enabled Content Access and Delivery System	7,283,973	10/16/2007
System for Providing Multi-Phased, Multi-Modal Access to Content Through Voice and Data Devices	8,000,320	8/16/2011

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
LOGICTREE	86582634	March 31, 2015
RIDETIME	86600445	April 16, 2015