

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAPJOY, INC.		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX VENTURES, LLC		
Street Address:	1717 MAIN STREET, SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	85694572	13TH FLOOR GAMES	
Registration Number:	4411831	APPITUDE	
Registration Number:	4685938		
Serial Number:	85771931	MASSIVE EDDY	
Serial Number:	85771936	MASSIVE EDDY STUDIOS	
Serial Number:	85464119	MOBILE VALUE EXCHANGE	
Serial Number:	85914743	MYTAPJOY	
Serial Number:	86042728	MY TAPJOY	
Serial Number:	86092778	NGEN	
Serial Number:	86219568	NGEN	
Serial Number:	85814933	REWARDING APP DISCOVERY	
Registration Number:	4579569	REWARDING MOBILE	
Registration Number:	4005038	SOCIALKAST	
Registration Number:	4118236	TAPJOY	
Registration Number:	4332085	TAPJOY	
Registration Number:	4291516	TAPJOY APPITUDE	
Registration Number:	4565639	TAPJOY MARQUEE VIDEO	
Registration Number:	4243370	TAPJOY MOBILE VALUE EXCHANGE	
Serial Number:	85562800	TAPMASTER	

OP \$540.00 85694572

Property Type	Number	Word Mark
Serial Number:	85694546	THIRTEENTH FLOOR GAMES
Serial Number:	86678227	FUTURE VALUE MAP

CORRESPONDENCE DATA

Fax Number: 2149326499
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.
Phone: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	06/08/2016

Total Attachments: 16

- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page1.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page2.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page3.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page4.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page5.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page6.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page7.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page8.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page9.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page10.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page11.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page12.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page13.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page14.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page15.tif
- source=Active_78846503_1_Tapjoy Intellectual Property Security Agreement#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 31, 2016 (the "Effective Date") by and among ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and TAPJOY, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a first-priority security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all patents and patent applications owned or controlled by such Grantor, and (iii) listed on Schedule C are all trademark registrations and pending registrations owned or controlled by such Grantor.

3. No Grantor shall, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws of the State of California without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank]

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.

Address of Grantor:

111 Sutter Street, 12th Floor
San Francisco, CA 94104
Attn: LEGAL DEPT

GRANTORS:

TAPJOY, INC.

By: 

Name: Matthew Service

Title: COO & CFO

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX VENTURES, LLC

By: _____

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005809 FRAME: 0505

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.

Address of Grantor:

111 Sutter Street, 12th Floor
San Francisco, CA 94104
Attn:

GRANTORS:

TAPJOY, INC.

By:

Name:

Title:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX VENTURES, LLC

By: 

Name: Mark Campbell

Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK

REEL: 005809 FRAME: 0506

SCHEDULE A

Copyrights

See Attached

Tapjoy Copyright Matters

Owner	Country	Filing Date	Title
Tapjoy, Inc.	US	5/22/15	TAPJOY SDK 11 IOS
Tapjoy, Inc.	US	5/22/15	TAPJOY SDK 11 ANDROID

All other SDK versions are not copyrighted

SCHEDULE B

Patents

See Attached

Tapjoy Patent Matters

Tapjoy, Inc.	US	13/753,743	1/9/13	Competing Mobile App Conversions	Paul Longhenny, Christopher Farm, Van Pham	Pending	Method for identifying which account a mobile device is associated with in an environment where access to a device's unique device identifier (UDID) is limited. Apps contain protocol handlers that respond to messages tagged with certain protocol identifiers/ prefixes, such as a link that is formatted according to a particular protocol. As a result of receiving a request with a certain protocol identifier prefix, a software development kit (SDK) running as native app code obtains a device identifier (UDID) from the device and provides the device identifier to a server or another app.
Tapjoy, Inc.	PCT	PCT/US13/78452	12/31/13	Competing Mobile App Conversions	Paul Longhenny, Christopher Farm, Van Pham	Expired	
Tapjoy, Inc.	EP	13828707.5	12/31/13	Competing Mobile App Conversions	Paul Longhenny, Christopher Farm, Van Pham	Pending	
Tapjoy, Inc.	US	13/802,027	3/13/13	Extrinsic Incentivized Scaffolding In Computer Games Via Advertising Responsive To Intrinsic Game Events	Hans-Frederick Brown, Shane Mihelic-Booth	Pending	A publisher of an app identifies scaffolding events in the app, which are events at which a user may be provided with a reward in exchange for viewing an ad. For example, adverse events in games, such as an in-game character losing energy, may trigger a scaffolding event. The publisher may identify, for each app event, an associated reward type and an incentive frequency value, indicating how frequently the app event should trigger a scaffolding event. App logic determines whether to generate a scaffolding event in response to an occurrence of an app event based on an incentive frequency value associated with the app event.
Tapjoy, Inc.	PCT	PCT/US14/25454	3/13/14	Extrinsic Incentivized Scaffolding In Computer Games Via Advertising Responsive To Intrinsic Game Events	Hans-Frederick Brown, Shane Mihelic-Booth	Pending	
Tapjoy, Inc.	US	13/628,771	3/14/13	Intelligent Adjustment Of Graphical User Interfaces	Hai Van Pham	Expired	Graphical interface adjusts "intelligently" based on detected patterns in user interactions. Adjustments to graphical interfaces include automatic content advancement, modifying display locations of content, and removal, resizing, or relocation of interface components. For example, based on a determination that the user frequently paginates twenty seconds after the loading of a page, an app may automatically cause pagination to occur twenty seconds after loading of the page.
Tapjoy, Inc.	US	13/920,294	6/18/13	Mobile Device Advertising Chains	Paul Longhenny, John Gronberg, Jiangyi Pan, James Logsdon	Allowed	A primary offer and a secondary offer including a call to action are presented at a device. If the device completes an action associated with the secondary offer, the system sums the values associated with the primary and secondary offer and subsequently uses the summed value to select offers to display at other devices. For example, based on a determination that the summed value of both the primary and secondary offer is high, the system may subsequently choose to display the primary offer at a second device over a different offer even if the value associated with the different offer is higher than the value associated with the primary offer alone.

Tapjoy Patent Matters

Tapjoy, Inc.	US	61/664,321	6/26/12	Mobile Device Advertising Chains	Paul Longhenry, John Gronberg, Jangyi Fan, James Logsdon	Expired		
Tapjoy, Inc.	US	13/350,783	1/15/12	Recommending Virtual Reward Offers And Awarding Virtual Rewards	Linda Tong, Stephen James McCarthy, Ryan Allen Johns, Hai-Van Pham, Norman Chan, Amir Bashir Manji, Jia Feng, Marc Bourget, Joey Pan, Hwan-Joon Choi	Pending	Reward system determines which applications and offers to display in an offer wall and the order of reward applications and offers in the offer wall.	
Tapjoy, Inc.	PCT	PCT/US13/20163	1/3/13	Recommending Virtual Reward Offers And Awarding Virtual Rewards	Linda Tong, Stephen James McCarthy, Ryan Allen Johns, Hai-Van Pham, Norman Chan, Amir Bashir Manji, Jia Feng, Marc Bourget, Joey Pan, Hwan-Joon Choi	Expired		
Tapjoy, Inc.	TW	102101385	1/14/13	Recommending Virtual Reward Offers And Awarding Virtual Rewards	Linda Tong, Stephen James McCarthy, Ryan Allen Johns, Hai-Van Pham, Norman Chan, Amir Bashir Manji, Jia Feng, Marc Bourget, Joey Pan, Hwan-Joon Choi	Pending		
Tapjoy, Inc.	CA	2861200	1/3/13	Recommending Virtual Reward Offers And Awarding Virtual Rewards	Linda Tong, Stephen James McCarthy, Ryan Allen Johns, Hai-Van Pham, Norman Chan, Amir Bashir Manji, Jia Feng, Marc Bourget, Joey Pan, Hwan-Joon Choi	Pending		
Tapjoy, Inc.	EP	13736324.8	1/3/13	Recommending Virtual Reward Offers And Awarding Virtual Rewards	Linda Tong, Stephen James McCarthy, Ryan Allen Johns, Hai-Van Pham, Norman Chan, Amir Bashir Manji, Jia Feng, Marc Bourget, Joey Pan, Hwan-Joon Choi	Pending		
Tapjoy, Inc.	US	14/329,796	7/11/14	Recommending Virtual Reward Offers And Awarding Virtual Rewards	Linda Tong, Stephen James McCarthy, Ryan Allen Johns, Hai-Van Pham, Norman Chan, Amir Bashir Manji, Jia Feng, Marc Bourget, Joey Pan, Hwan-Joon Choi	Pending		
Tapjoy, Inc.	US	61/793,833	3/15/13	Rewarding Mobile App Installations Without A Software Development Kit In The Mobile App	Christopher Paul Farn, Brian Stebar, Johnny Chan, Steve Tan	Expired		
Tapjoy, Inc.	US	14/205,807	3/12/14	Rewarding Mobile App Installations Without A Software Development Kit In The Mobile App	Christopher Paul Farn, Brian Stebar, Johnny Chan, Steve Tan	Allowed	Method for detecting the installation or opening of a publisher app without requiring the publisher to include a software development kit (SDK) in the publisher app. A second publisher app, which contains the SDK, is installed on the same device as a first publisher app that doesn't include an SDK. The second publisher app alerts the reward server when the first publisher app is selected. Subsequently, when the second publisher app is opened, the second publisher app checks for any protocol handlers and sends a notification to the reward server identifying any apps for which protocol handlers are present. The notification identifies the first publisher app if a protocol handler associated with the first app is present on the device. When the reward server receives such a notification, the reward server determines that the first publisher app has been installed on the device.	
Tapjoy, Inc.	PCT	PCT/US14/26748	3/13/14	Rewarding Mobile App Installations Without A Software Development Kit In The Mobile App	Christopher Paul Farn, Brian Stebar, Johnny Chan, Steve Tan	Expired		

Tapjoy Patent Matters

Tapjoy, Inc.	US	14054,891	10/15/13	Display	Hans-Frederick Brown, Shane Mineic-Booth, Ravi Dev	Allowed	An ad delivery server receives a specification for a compound ad containing multiple ad units. The specification indicates that ad units are to be shown in a particular order and different bid values are associated with each ad unit. The ad delivery server selects a particular ad unit for display among a plurality of different ad units of different compound ads based on bid value associated with the particular ad unit. The selection of the particular ad unit may also be based on a bonus bid value associated with the particular ad unit. The particular ad unit may further be selected based on a determination that a particular type of monetization event associated with the particular ad unit, such as the user running out virtual currency, has occurred.	
Tapjoy, Inc.	US	13/106,051	5/12/11	System And Method For Rewarding Application Installs	Benjamin Lewis, Lee Linden, Stephen McCarthy, Ryan Johns	Allowed	Reward system refers a device to a rewarding application. In response to determining that the device executed the application, the reward system rewards an account associated with the client device.	
Tapjoy, Inc.	CA	2,807,473	5/12/11	System And Method For Rewarding Application Installs	Benjamin Lewis, Lee Linden, Stephen McCarthy, Ryan Johns	Pending		
Tapjoy, Inc.	CN	20/180043488.0	5/12/11	System And Method For Rewarding Application Installs	Benjamin Lewis, Lee Linden, Stephen McCarthy, Ryan Johns	Pending		Awaiting response from Tapjoy regarding whether protection in Hong Kong is desired.
Tapjoy, Inc.	EP	11614933.5	5/12/11	System And Method For Rewarding Application Installs	Benjamin Lewis, Lee Linden, Stephen McCarthy, Ryan Johns	Pending		
Tapjoy, Inc.	US	13/198,809	8/5/11	System And Method For Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Filed	A reward system sends a link to perform an action in an app. When the link is selected, the reward system rewards a user associated with the client device. The reward system generates an action ID for each app action that a publisher registers. The publisher integrates other code into an application, where the other code causes the publisher app to send a ping to the reward system when an incentivized action is performed by a user in the publisher app.	
Tapjoy, Inc.	CA	2,807,481	8/5/11	System And Method For Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Pending		
Tapjoy, Inc.	CN	20/180044174	8/5/11	System And Method For Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Pending		
Tapjoy, Inc.	EP	11615356.8	8/5/11	System And Method For Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Pending		
Tapjoy, Inc.	US	616371,500	8/6/10	System and Method for Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Expired		
Tapjoy, Inc.	PCT	PCT/US11/36209	5/12/11	System And Method For Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Entered National Phase		
Tapjoy, Inc.	PCT	PCT/US11/46696	8/5/11	System And Method For Rewarding Application Installs	Linda Tong, Amir Manji, Ryan Johns, Stephen McCarthy, Hwan-Joon Choi, Steve Tan, Johnny Chan	Entered National Phase		

SCHEDULE C

Trademarks

See Attached

Tapjoy Trademark Matters

Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Mark	Class(es)	Status
Tapjoy, Inc.	US	85/694,572	8/3/12			13TH FLOOR GAMES	009, 035	Abandoned
Tapjoy, Inc.	US	85/629,874	5/18/12	4,411,831	10/1/13	APPiitude	009, 035	Abandoned
Tapjoy, Inc.	US	86/219,562	3/12/14	4,685,938	2/10/15	Engine (Design)	009	Registered
Tapjoy, Inc.	KR	45-2014-148	1/8/14	45-51749	6/6/14	Lockjoy	009, 035, 042	Registered
Tapjoy, Inc.	JP	2014-955	1/9/14	5676231	10/21/14	Lockjoy	009, 035, 042	Registered
Tapjoy, Inc.	US	85/771,931	11/5/12			MASSIVE EDDY	009	Abandoned
Tapjoy, Inc.	US	85/771,936	11/5/12			MASSIVE EDDY STUDIOS	009	Abandoned
Tapjoy, Inc.	US	85/464,119	11/3/11			Mobile Value Exchange	035	Abandoned
Tapjoy, Inc.	US	85/914,743	4/25/13	85/914,743	4/25/13	MyTapjoy	009	Registered
Tapjoy, Inc.	AU	1575177	8/16/13	1575177	8/16/13	MyTapjoy	009	Registered
Tapjoy, Inc.	BR	906792738	9/23/13			MyTapjoy	009	Pending

Tapjoy Trademark Matters

Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Mark	Class(es)	Status
Tapjoy, Inc.	CA	1,639,733	8/16/13			MyTapjoy	009	Pending
Tapjoy, Inc.	CN	13099573	8/19/13	13099573	12/21/14	MyTapjoy	009	Registered
Tapjoy, Inc.	CTM	12077509	8/20/13	12077509	8/20/13	MyTapjoy	009	Registered
Tapjoy, Inc.	HK	302706327	8/16/13	302706327	3/11/14	MyTapjoy	009	Registered
Tapjoy, Inc.	KR	40-2013-58640	9/2/13	40-2013-58640	9/2/13	MyTapjoy	009	Registered
Tapjoy, Inc.	US	86/042,728	8/20/13	86/042,728	8/20/13	MyTapjoy (Design)	009	Registered
Tapjoy, Inc.	US	86/092,778	10/16/13	86/092,778	10/16/13	nGen	009	Registered
Tapjoy, Inc.	CA	1,672,818	4/15/14			nGen	009	Pending
Tapjoy, Inc.	CN	tba	4/16/14	14388496	5/28/15	nGen	009	Registered
Tapjoy, Inc.	CTM	12797511	4/16/14	12797511	7/10/15	nGen	009	Registered
Tapjoy, Inc.	JP	2014-29545	4/16/14	5676019	6/6/14	nGen	009	Registered

Tapjoy Trademark Matters

Country	Country	Application No.	Filing Date	Registration No.	Registration Date	Mark	Class(es)	Status
Tapjoy, Inc.	KR	40-2014-25495	4/16/14	40-1081338	1/13/15	nGen	009	Registered
Tapjoy, Inc.	US	86/219,568	3/12/14	86/219,568	3/12/14	nGen & Device	009	Registered
Tapjoy, Inc.	US	85/814,933	1/3/13			REWARDING APPL DISCOVERY	009, 035, 042	Abandoned
Tapjoy, Inc.	CA	1,627,711	5/22/13			REWARDING APPL DISCOVERY	009, 035, 042	Abandoned
Tapjoy, Inc.	US	86/140,074	12/10/13	4,579,569	8/5/14	REWARDING MOBILE	035	Registered
Tapjoy, Inc.	US	85/085,484	7/15/10	4,005,038	8/2/11	SOCIALKAST	035	Registered
Tapjoy, Inc.	US	85/377,880	7/21/11	4,118,236	3/27/12	TAPJOY	009, 035, 042	Registered
Tapjoy, Inc.	CN	10221738	11/23/11	10,221,767	2/21/13	TAPJOY	035	Registered
Tapjoy, Inc.	CN	10221767	11/23/11	10,221,767	2/21/13	TAPJOY	042	Registered
Tapjoy, Inc.	CTM	10383388	11/1/11	10,383,388	11/1/11	TAPJOY	009, 035, 042	Registered
Tapjoy, Inc.	IN	2227754	11/1/11			TAPJOY	009, 035, 042	Pending

Tapjoy Trademark Matters

Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Mark	Class(es)	Status
Tapjoy, Inc.	JP	2011-078797	11/2/11	5,494,122	5/18/12	TAPJOY	009, 035, 042	Registered
Tapjoy, Inc.	KR	45-2011-0005330	11/18/11	45-0044719	5/8/13	TAPJOY	009, 035, 042	Registered
Tapjoy, Inc.	RU	2011736600	11/8/11	479,628	1/30/13	TAPJOY	009, 035, 042	Registered
Tapjoy, Inc.	US	85/764,746	10/26/12	4,332,085	5/7/13	TAPJOY (stylized)	035, 042	Registered
Tapjoy, Inc.	CA	1,620,707	4/2/13	TMA889,907	11/12/14	TAPJOY (stylized)	009, 035	Registered
Tapjoy, Inc.	CN	12392348	4/9/13			TAPJOY (stylized)	035	Pending
Tapjoy, Inc.	CN	12392347	4/9/13	12392347	9/14/14	TAPJOY (stylized)	042	Registered
Tapjoy, Inc.	CTM	11706868	4/3/13	11706868	4/3/13	TAPJOY (stylized)	009, 035	Registered
Tapjoy, Inc.	JP	2013-24385	4/3/13	5617386	9/20/13	TAPJOY (stylized)	035, 042	Registered
Tapjoy, Inc.	KR	41-2013-15647	4/22/13	41-290069	6/3/14	TAPJOY (stylized)	009, 035	Registered
Tapjoy, Inc.	US	85/629,878	5/18/12	4,291,516	2/19/13	Tapjoy AppItude	009, 035	Abandoned

Tapjoy Trademark Matters

Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Mark	Class(es)	Status
Tapjoy, Inc.	US	86/099,059	10/23/13	4,565,639	7/8/14	Tapjoy Marquee Video	035	Registered
Tapjoy, Inc.	US	85/464,129	11/3/11	4,243,370	11/13/12	Tapjoy Mobile Value Exchange	035, 042	Registered
Tapjoy, Inc.	US	85/562,800	3/7/12			TapMaster	042	Abandoned
Tapjoy, Inc.	US	85/694,546	8/3/12			THIRTEENTH FLOOR GAMES	009, 035	Abandoned
Tapjoy, Inc.	US	86/678,227	6/29/15			FUTURE VALUE MAP	009, 035, 042	Registered

TRADEMARK
REEL: 005809 FRAME: 0518

RECORDED: 06/08/2016