

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Collective, Inc.		06/09/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Columbia Partners, L.L.C., Investment Management
Street Address:	5425 WISCONSIN AVENUE
Internal Address:	Suite 700
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	86643777	COLLECTIVE DESK
Serial Number:	86615466	VISTO
Serial Number:	85908591	ADVERTISING SHOULD BE A DEVICEFUL EXPERI
Serial Number:	85908581	LIFE IS BUT A SCREEN
Serial Number:	85777568	ALLFRONT
Serial Number:	85777567	WHEREVERTISING
Serial Number:	85777565	CAUSAL ATTRIBUTION
Serial Number:	85777563	TV ACCELERATOR
Serial Number:	85002121	THE AUDIENCE ENGINE
Serial Number:	77853028	C COLLECTIVE THE AUDIENCE ENGINE
Serial Number:	77581830	PERSONIFI
Serial Number:	77545695	COLLECTIVE VIDEO
Serial Number:	77442069	AMP
Serial Number:	77415883	COLLECTIVE NETWORK

CORRESPONDENCE DATA

Fax Number: 2027287045

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.

TRADEMARK

Phone: 2027287045
Email: chowell@cooley.com
Correspondent Name: Cathy Howell, Senior Paralegal
Address Line 1: 1299 Pennsylvania Ave., N.W.; Suite 700
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER: Catherine R. Howell, Paralegal

SIGNATURE: /Catherine R. Howell/

DATE SIGNED: 06/09/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 9, 2016, by and between COLUMBIA PARTNERS, L.L.C., INVESTMENT MANAGEMENT, as investment manager and agent for Lender (as defined in the Credit Agreement) (“Investment Manager”), and COLLECTIVE, INC. (the “Borrower”).

RECITALS

WHEREAS, Borrower, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which Lender has agreed to lend to Borrower up to to be evidenced by Borrower’s issuance to Lender of a secured promissory note. As a condition of the loan, Lender required that Borrower grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to Investment Manager a security interest in all of Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of Borrower’s right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), 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 (the “IP Collateral”). Notwithstanding the foregoing, in no event shall the IP Collateral include any lease, license, contract, property rights or agreement to which Borrower is a party or any of its rights or interest thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights (or agreements governing such property rights) or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions of any relevant jurisdiction or any other applicable law), provided however that the Collateral shall include and such security interest shall attach, immediately at such time as such restriction

causing such breach, termination or default shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above.

The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security 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 Investment Manager or Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than any that have been abandoned).

[Signature Page to Follow]

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.

COLLECTIVE, INC., as Borrower

By: Kerry Bianchi
Name: KERRY BIANCHI
Title: COO

COLUMBIA PARTNERS, L.L.C.,
INVESTMENT MANAGEMENT,
as Investment Manager

By: _____
Name: Jason Crist
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

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.

COLLECTIVE, INC., as Borrower

By: _____
Name:
Title:

COLUMBIA PARTNERS, L.L.C.,
INVESTMENT MANAGEMENT,
as Investment Manager

By: _____
Name: Jason Crist
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
*AMP 3.0 Software	TX0007209438	3/4/10

*Title held in name of "Collective Media, Inc."

EXHIBIT B

<u>Description</u>	<u>Patents</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method and system for behavioral classification		8326688	12/4/12
Method and system for classifying text		8762382	6/24/14
Method and system for targeting advertisements		8949890	2/3/15
Tracking advertising abandonment rates		8990337	3/24/15
Method and system for semantic distance measurement		12616505	11/11/09
Microsite delivery		12794566	6/4/10
Self-expanding ad unit		12796534	6/8/10
Method and system for tracking interaction and view information for online advertising		12832520	7/8/10
Method and system for one tag trafficking in display advertising to achieve personalized ad experiences at scale		12948508	11/17/10
Prestreams		13267781	10/6/11
Method and system for targeting advertisements		13535985	6/28/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
COLLECTIVE DESK	86643777	5/28/15
VISTO	86615466	4/30/15
ADVERTISING SHOULD BE A DEVICEFUL EXPERIENCE	85908591	4/18/13
LIFE IS BUT A SCREEN	85908581	4/18/13
ALLFRONT	85777568	11/12/12
WHEREVERTISING	85777567	11/12/12
CAUSAL ATTRIBUTION	85777565	11/12/12
TV ACCELERATOR	85777563	11/12/12
THE AUDIENCE ENGINE	85002121	3/30/10
C COLLECTIVE THE AUDIENCE ENGINE	77853028	10/20/09
PERSONIFI	77581830	9/30/08
COLLECTIVE VIDEO	77545695	8/13/08
AMP	77442069	4/7/08
COLLECTIVE NETWORK	77415883	3/7/08