

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM388717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLAB, INC.		06/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86313217	PREDICTIVE SOCIAL INTELLIGENCE	
Serial Number:	86313210		
Serial Number:	86313195	BLABPREDICTS	
Serial Number:	86313174	BLAB	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	9193143114		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-JLT/		
DATE SIGNED:	06/21/2016		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of June 15, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("Bank"), and BLAB, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 June 29, 2015 (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. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that, until Grantor achieves the Release Trigger, 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the 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; provided that such grant shall be effective only until the occurrence, after the date of this Agreement, of the Release Trigger under the Loan Agreement.

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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent to use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BLAB, INC.

101 Yesler Way, Suite 205
Seattle, WA 98104

By: 

Name: James M. Mueso

Title: CFO

BANK:

Address of Bank:

PACIFIC WESTERN BANK

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

By: 

Name: David Kim

Title: BVP Tech Banking


EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B**PATENTS**

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Determining trends in contents of social media sources	13/316,788	12/12/2011
Determining information inter-relationships from distributed group discussions	14/523,746	10/24/2014
Analyzing distributed group discussions – prediction	13/787,545	03/06/2013
Analyzing distributed group discussions – categorization	15/173,402	06/03/2016
Encoding and using information about distributed group discussions (provisional)	61/785,411	03/14/2013
Encoding and using information about distributed group discussions	14/213,866	03/14/2014
Displaying information about distributed group discussions (provisional)	61/775,379	03/08/2013
Displaying information about distributed group discussions	14/201,650	03/07/2014
Analyzing distributed group discussions	15/308,426	05/20/2016
Analyzing distributed group discussions (PCT)	PCT/US14/66424	11/19/2014

EXHIBIT C
TRADEMARKS

Description	Serial Number	Registration / Filing Date
PREDICTIVE SOCIAL INTELLIGENCE	86313217	03/01/2016
	86313210	06/18/2014
BLABPREDICTS	86313195	06/18/2014
BLAB	86313174	06/18/2014