

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLE LIFT, INC.		06/06/2016	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: 2			
Property Type	Number	Word Mark	
Serial Number:	86761679	TRIPLE LIFT	
Serial Number:	86761692	TRIPLELIFT	
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:	919-314-3086		
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-tkf/		
DATE SIGNED:	06/20/2016		
Total Attachments: 6			
source=Intellectual Property Security Agreement 6-6-16-signed#page1.tif			
source=Intellectual Property Security Agreement 6-6-16-signed#page2.tif			
source=Intellectual Property Security Agreement 6-6-16-signed#page3.tif			

CH \$65.00 86761679

source=Intellectual Property Security Agreement 6-6-16-signed#page4.tif

source=Intellectual Property Security Agreement 6-6-16-signed#page5.tif

source=Intellectual Property Security Agreement 6-6-16-signed#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 6, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and TRIPLE LIFT, 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 and Grantor dated as of November 7, 2014 (as amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used but not defined 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 Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents owned by Grantor 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 Collateral (including without limitation those registered Copyrights, Patents and Trademarks owned by Grantor 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, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and in the case of Trademarks, the related goodwill of Grantor.

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 other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every other 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 owned by Grantor 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.

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:

36 E. 31st Street, 8th Floor
New York, NY 10016

TRIPLE LIFT, INC.

By:  _____

Name: Eric Berry

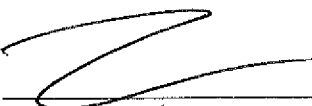
Title: CFO

BANK:

Address of Bank:

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

PACIFIC WESTERN BANK

By:  _____

Name: Zach Burtis

Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
<p>Systems and Methods for Dynamic Image Amplification</p> <p><i>[Continuation Application based on Application 13/843,582, described below]</i></p>	<p>14/993,699</p> <p>(Application)</p>	<p>January 12, 2016</p>
<p>Systems and Methods for Image Engagement Analysis (Application)</p> <p><i>[Status: Abandoned -- Failure to Respond to an Office Action]</i></p>	<p>13/843,491</p> <p>(Application)</p>	<p>March 15, 2013</p>
<p>Systems and Methods for Dynamic Image Amplification</p> <p><i>[Status: Final Rejection Mailed]</i></p>	<p>13/843,582</p> <p>(Application)</p>	<p>March 15, 2013</p>

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
TRIPLE LIFT	86761679	September 18, 2015
TRIPLELIFT	86761692	September 18, 2015