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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 24, 2016 by and between ALPHA MEDIA GROUP, LLC, a California limited liability company (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

BORROWER:

ALPHA MEDIA GROUP, LLC

Address of Borrower:

33 New Montgomery Street, Suite 400
San Francisco, CA 94105
Attn: Tim Eun – CFO
Fax: _____
Email: _____

By: _____
Name: Tim Eun
Title: CFO

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

By: _____
Name: _____
Title: _____

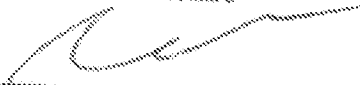
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Address of Borrower:

33 New Montgomery Street, Suite 400
San Francisco, CA 94105
Attn: Tim Eun - CFO
Fax: _____
Email: _____

BORROWER:

ALPHA MEDIA GROUP, LLC

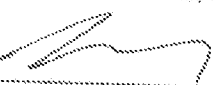
By: 
Name: Tim Eun
Title: CFO

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

MONTAGE CAPITAL II, L.P.

By: 
Name: Eric Gonzales
Title: Managing Director

