

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUIXEY, INC.		06/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4832399	Q	
Registration Number:	4822340	QUIXEY	
Registration Number:	4735899	QUIXEY	
Serial Number:	86040125	Q	
Serial Number:	86040120	Q	
Serial Number:	86040114	QUIXEY	
Serial Number:	86697310	DEEP VIEW CARDS	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	07/04/2016		

OP \$190.00 4832399

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 27, 2016, by and between SILICON VALLEY BANK (“Bank”) and QUIXEY, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Quixey LLC and Grantor dated November 24, 2014 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

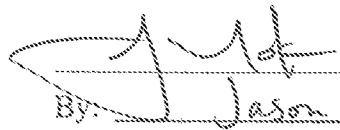
GRANTOR:

QUIXEY, INC.


By: Mark Lazar
Title: President, Chief Executive Officer

BANK:

SILICON VALLEY BANK


By: Jason Mok
Title: MD

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005827 FRAME: 0968

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accessing Messaging Applications in Search	20160162555	
Providing Additional Functionality as Advertisements with Search Results	20160148262	
Providing Additional Functionality with Search Results	20160147896	
Techniques for Using Similarity to Enhance Relevance in Search Results	20160147765	
Generating Search Results Based On Software Application Installation Status	20160132596	
Accessing Special Purpose Search Systems	20160125080	
Searching and Accessing Application Functionality	20160117388	
Augmenting Search Results with Device and Application History	20160070801	
Application Representation for Application Editions	20160055231	
In-Application Recommendation of Deep States of Native Applications	20160042050	
Generating Advertisements for Search Results That Are Associated with Entities	20160034958	
Generating Advertisements for Search Results Associated with Entities Based on Aggregated Entity Bids	20160034957	
Displaying Search Results on a User Device Using a Layout File	20150379136	
Searching Based On a Local Density Of Entities	20150379027	
Query Understanding Pipeline	20150379013	
Generating Advertisements for Search Results That Reference Software Applications	20150371263	
Personalized Search Results	20150347585	
Query Categorizer	20150324868	
Application Spam Detector	20150312271	
Performing Searches and Accessing Search Results Using Different Devices	20150254367	
Accessing Search Results Using Multiple Different Devices	20150254352	
Selecting and Accessing Search Results Using Different Devices	20150254351	
Facilitating Performing Searches and Accessing Search Results Using Different Devices	20150254258	
Smart Watch Device and User Interface Thereof	20150253885	

Interactive Search Results	20150242510	
Searching and Accessing Software Application Functionality	20150242507	
Searching and Accessing Software Application Functionality Using Concepts	20150242462	
Accessing Software Application Functionality in Search	20150242422	
Location-Based Searching	20150242421	
Location-Based Searching	20150242420	
Query Cards	20150227633	
Rules-Based Generation of Search Results	20150227588	
Similarity Engine for Facilitating Re-Creation of an Application Collection of a Source Computing Device on a Destination Computing Device	20150205875	
Searching and Accessing Application Functionality	20150193546	
Techniques for Generating Advertisements	20150186940	
Determining an Active Persona of a User Device	20150186535	
Latent Semantic Indexing in Application Classification	20150186495	
Techniques for Reformulating Search Queries	20150161202	
Wheel-Based Interface for Browsing Applications	20150160807	
Identifying Gaps in Search Results	20150081660	
Entity Bidding	20140316890	
Similarity Engine for Facilitating Re-Creation of an Application Collection of a Source Computing Device on a Destination Computing Device	20140280240	
Performing Application Search Based On Application Gaminess	20140280098	
Generating Search Results Containing State Links to Applications	20140250147	
Generating Search Results Containing State Links to Applications	20140250106	
Techniques for Sharing Application States	20140244786	
Performing Application Search Based On Entities	20140214898	
Dynamic Filtering in Application Search	20140006409	
Providing A Customizable Application Search	20130290321	
Similarity engine for facilitating re-creation of an application collection of a source computing device on a destination computing device	9,330,186	5/3/2016
	14/673,219	3/30/2015
Application representation for application editions	9,201,946	12/1/2015
	13/840,727	3/15/2013
Performing application searches	9,152,674	10/6/2015
	13/842,169	3/15/2013

Performing application search based on entities	9,092,527	7/28/2015
	13/839,188	3/15/2013
Similarity engine for facilitating re-creation of an application collection of a source computing device on a destination computing device	9,032,392	5/12/2015
	14/037,155	9/25/2013
Display screen with animated graphical user interface	D716,321	10/28/2014
	29/451,479	4/2/2013
Display screen with animated graphical user interface	D716,320	10/28/2014
	29/451,477	4/2/2013
Display screen with animated graphical user interface	D716,319	10/28/2014
	29/451,476	4/2/2013
Display screen with animated graphical user interface	D716,318	10/28/2014
	29/451,475	4/2/2013
Display screen with graphical user interface	D716,317	10/28/2014
	29/446,697	2/26/2013
Display screen with graphical user interface	D716,316	10/28/2014
	29/446,696	2/26/2013
Display screen with graphical user interface	D716,315	10/28/2014
	29/446,695	2/26/2013

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Q	86040125	08/16/2013
Q	86040120	08/16/2013
QUIXEY	86040114	08/16/2013
DEEP VIEW CARDS	86697310	07/17/2015
Q	4832399	10/13/2015
QUIXEY	4822340	09/29/2015
QUIXEY	4735899	05/12/2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE