

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397729

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNIFIED ENTERPRISES CORP.		09/07/2016	Corporation: DELAWARE
PLM UNIFIED CO.		09/07/2016	Corporation: DELAWARE
SNOWBALL FACTORY, INC.		09/07/2016	Corporation: DELAWARE
UNIFIED SOCIAL, INC.		09/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WF FUND V LIMITED PARTNERSHIP		
<b>Street Address:</b>	40 KING STREET WEST		
<b>Internal Address:</b>	SUITE 5001		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Limited Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86910064	DATA, TOGETHER	
<b>Serial Number:</b>	86902280	UNIFIED ENTERPRISES	
<b>Registration Number:</b>	4863744	UNIFIED SOCIAL	
<b>Registration Number:</b>	4487278	AMPLET	
<b>Serial Number:</b>	85751675	AWE.SM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		

CH \$140.00 86910064

<b>ATTORNEY DOCKET NUMBER:</b>	313569-121 Unified
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	09/07/2016

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 7, 2016 by and between **WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V)**, a Canadian limited partnership (“**Lender**”) and **UNIFIED ENTERPRISES CORP.**, a Delaware corporation (“**Enterprises**”) and each of the other grantors set forth on Schedule 1 hereto (together with Enterprises, collectively “**Grantors**”, and each, a “**Grantor**”).

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of such Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such 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 all other agreements now existing or hereafter arising between Grantors and Lender, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Grantors’ obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Lender, each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Financing 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 Lender 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 Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor 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 shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. 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.

[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.

GRANTORS:

Address of Grantor:

180 Madison Avenue  
23<sup>rd</sup> Floor  
New York, NY 10016  
Attn: Chief Financial Officer

UNIFIED ENTERPRISES CORP.

By: 

Title: Chief Financial Officer

Name: President

Address of Grantor:

180 Madison Avenue  
23<sup>rd</sup> Floor  
New York, NY 10016  
Attn: Chief Financial Officer

PLM UNIFIED CO.

By: 

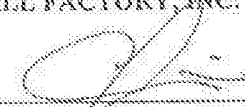
Title: Chief Financial Officer

Name: President

Address of Grantor:

180 Madison Avenue  
23<sup>rd</sup> Floor  
New York, NY 10016  
Attn: Chief Financial Officer

SNOWBALL FACTORY, INC.

By: 

Title: Chief Financial Officer

Name: President

Address of Grantor:

180 Madison Avenue  
23<sup>rd</sup> Floor  
New York, NY 10016  
Attn: Chief Financial Officer

UNIFIED SOCIAL, INC.

By: 

Title: Chief Financial Officer

Name: President

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.

**LENDER:**

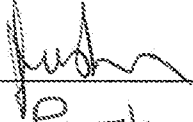
Address of Lender:

40 King Street West, Suite 5001  
Toronto, Ontario, M5H 3Y2 Canada  
Attention: Mark McQueen  
Facsimile: (416) 682-1160

**WF FUND V LIMITED PARTNERSHIP,  
c/o/b as WELLINGTON FINANCIAL LP and  
WELLINGTON FINANCIAL FUND V**

By: **GP WF FUND V LIMITED PARTNERSHIP,  
its general partner**

By: **2177995 ONTARIO LIMITED, its general partner**

By: 

Title: Partner

Name: Mark Usher

**SCHEDULE 1**

**GRANTORS**

Unified Enterprises Corp., a Delaware corporation  
PLM Unified Co., a Delaware corporation  
Snowball Factory, Inc., a Delaware corporation  
Unified Social, Inc., a Delaware corporation

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.



**EXHIBIT B**

**Patents**

<b>Owner</b>	<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue/ Application Date</b>
Enterprises	Social Media Pricing Engine	8,732,015	05/20/14
Enterprises	Social Media Pricing Engine - <b>ABANDONED</b>	PCT/US2014/38804	5/20/14
Enterprises	Social Media Pricing Engine - <b>ABANDONED</b>	14/282,940	5/20/14
Enterprises	Campaign Tracking Platform for Social Media Marketing	13/101,138	05/04/11
Enterprises	Campaign Tracking Platform for Social Media Marketing - <b>EXPIRED</b>	61/331,380	5/4/10
Enterprises	Earned Media Tracking Engine - <b>ABANDONED</b>	13/708,900	12/7/12

**EXHIBIT C**

**Trademarks**

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Enterprises	DATA, TOGETHER	86/910,064	02/17/16
Enterprises	UNIFIED ENTERPRISES	86/902,280	02/09/16
Enterprises	UNIFIED SOCIAL	4,863,744	12/01/15
Enterprises	AMPLET	4,487,278	02/25/14
Enterprises	AWE.SM	85/751,675	10/11/12
Enterprises	UNIFIED - <b>ABANDONED</b>	85/465,425	11/5/11
Enterprises	UNIFIED - <b>ABANDONED</b>	85/465,427	11/5/11
Enterprises	PAGELEVER - <b>ABANDONED</b>	85/806,037	12/18/12
Enterprises	MINILYTICS BY PAGELEVER - <b>ABANDONED</b>	85/813,213	12/31/12