

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Foreclosure Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank	FORMERLY Bridge Bank, National Association	06/02/2016	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	PSCP Holdings Limited		
Street Address:	Quijano Chambers, P.O. Box 3159		
Internal Address:	Attn: Marios Tziortzis		
City:	Road Town		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85317645	GET LOYAL APP USERS	
Serial Number:	85317116	GET LOYAL APP USERS	
Serial Number:	85303410	FIKSU	
Serial Number:	85303408	FIKSU	
Serial Number:	85319038	GET LOYAL APP USERS	
Serial Number:	85319032	GET LOYAL APP USERS	
Serial Number:	85240050	FIKSU	
Serial Number:	85240052	FIKSU	
Serial Number:	85240048	FLUENT NEWS	
Serial Number:	86440377	FIKSU MIQ	
Serial Number:	86496956	FIKSU	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		

CH \$290.00 85317645

Address Line 4: San Diego, CALIFORNIA 92121

DOMESTIC REPRESENTATIVE

Name: PSCP Holdings, LLC

Address Line 1: 1209 Orange Street

Address Line 4: Wilmington, DELAWARE 19801

NAME OF SUBMITTER: Troy Zander

SIGNATURE: /s/ Troy Zander

DATE SIGNED: 09/09/2016

Total Attachments: 4

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
(Foreclosure Assignment)**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made and entered into and effective as of June 2, 2016 (the "Effective Date"), by and between PSCP HOLDINGS LIMITED, a British Virgin Islands corporation ("Assignee"), and WESTERN ALLIANCE BANK, an Arizona corporation and successor in interest to as Bridge Bank, National Association ("Assignor").

WITNESSETH

WHEREAS, Assignor, is a party to a certain Intellectual Property Security Agreement dated as of November 5, 2012, with FIKSU, INC., a Delaware corporation (formerly known as Fluent Mobile, Inc.), with its principal place of business at 101 Arch Street, Suite 304, Boston, MA 02110 (the "Borrower"), and that certain Amended and Restated Intellectual Property Security Agreement dated as of January 21, 2016 (as the same may have been amended, restated or otherwise modified, the "Security Agreement"), recorded in the United States Patent and Trademark Office at Reel/Frame No. 029263/0562, Reel/Frame No. 030695/0710 and Reel/Frame No. 031815/0428 with respect to patents and Reel/Frame No. 4896/0290 and Reel/Frame No. 5713/0863 with respect to trademarks, pursuant to which Assignor has a continuing security interest in and lien on all or substantially all of the Borrower's intellectual property including, without limitation, all of the patents and trademarks and applications therefor listed in Schedules A and B;

WHEREAS, on or about the Effective Date, pursuant to that Secured Party Bill of Sale, dated June 2, 2016 (the "Sale Agreement"), Assignee purchased Assignor's rights in the collateral (the "Purchase Transaction");

WHEREAS, by way of this Assignment document, Assignor wishes to confirm the details of the Purchase Transaction, and Assignee wishes to obtain from Assignor, all rights in the patents and trademarks and applications therefor set forth on Schedules A and B attached hereto (the "Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Collateral consisting of the patents and trademarks and applications therefor set forth on Schedules A and B attached hereto and to all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Security Agreement and the secured rights in and to the patents and trademarks and applications therefor set forth on Schedules A and B attached hereto and secured trademarks and licenses and to recognize the same.

This Assignment is made in accordance with and subject to the Sale Agreement. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE COLLATERAL, AND ASSIGNEE ACCEPTS THE COLLATERAL "AS-IS". In the event of any inconsistency between the terms and conditions of the Sale Agreement and this Assignment, the terms of the Sale Agreement shall control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.

ASSIGNOR:

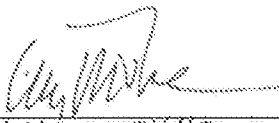
WESTERN ALLIANCE BANK

By: 
Name: Dan Pistone
Title: Senior Vice President

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

ASSIGNEE:

PSCP HOLDINGS LIMITED

By: 
Name: CRAIG M. TIGHE
Title: ATTORNEY IN FACT

Address for Notices:
Attn: Marios Tziortzis
Quijano Chambers, P.O. Box 3159
Road Town, Tortola, British Virgin Islands

SCHEDULE A

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issue Date:</u>
Mobile digital media download incentive Management through multiple user action tracking	N/A	US 13/447,042	N/A
Mobile digital media download incentive management through tracking of ID stored in native facilities of the mobile device	N/A	US 13/447,047	N/A
Mobile digital media download tracking management utilizing statistical user fingerprinting techniques through correlation of web-based download user actions with mobile application download user actions	N/A	US 13/447,049	N/A
Temporal tracking of mobile user behavior with respect to web-based advertisements associated with temporary and keyed ID use in digital media content	N/A	US 13/447,054	N/A
Rewarding a user for downloading a free app with the right to use another free app	N/A	US 13/447,057	N/A
Mobile digital media download incentive Management	N/A	US 61/681002	N/A
Fraud protection in an incentivized computer system	N/A	US 13/804,154	N/A
Real-Time bidding optimization through utilization of mobile characteristics	N/A	US 13/804,092	N/A
Mobile digital media download incentive management	N/A	EP 12770738.8	N/A
Mobile digital media download incentive management	N/A	HK 14108078.2	N/A
Mobile digital media download incentive management	N/A	KR 10-2013-7030284	N/A

SCHEDULE B

TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date</u>
GET LOYAL APP USERS	85/317,645	4,180,569	05/11/11	07/24/12
GET LOYAL APP USERS	85/317,116	4,180,567	05/10/11	07/24/12
FIKSU	85/303,410	4,180,499	04/25/11	07/24/12
FIKSU	85/303,408	4,180,498	04/25/11	07/24/12
GET LOYAL APP USERS	85/319,038	4,074,080	05/12/11	12/20/11
GET LOYAL APP USERS	85/319,032	4,063,416	05/12/11	11/29/11
FIKSU	85/240,050	4,057,651	02/11/11	11/15/11
FIKSU	85/240,052	4,029,967	02/11/11	09/20/11
FLUENT NEWS	85/240,048	4,002,575	02/11/11	07/26/11
FIKSU MIQ <i>(ABANDONDED)</i>	86/440,377	N/A	10/30/14	N/A
FIKSU	86/496,956	N/A	01/07/2015	N/A

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