

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METAMARKETS GROUP, INC.		09/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND V LIMITED PARTNERSHIP		
Street Address:	40 KING STREET WEST		
Internal Address:	SUITE 5001		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4655100	METAMARKETS	
Registration Number:	4333992	DRUID	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	313569-120 Metamarkets		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	09/22/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 21, 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 **METAMARKETS GROUP, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

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

AGREEMENT

To secure Grantor's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of 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, but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral), 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights 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, but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark applications under

applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

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.

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.

Address of Grantor:

625 2nd Street,
#230
San Francisco, CA 94107
Attn: Mike Driscoll
Email: mike@metamarkets.com

GRANTOR:

METAMARKETS GROUP, INC.

By:  _____

Title: CEO

Name: Michael E. Driscoll

Address of Lender:

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

LENDER:

**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: _____

Name: _____

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:

Address of Grantor:

625 2nd Street,
#230
San Francisco, CA 94107
Attn: Mike Driscoll
Email: mike@metamarkets.com

METAMARKETS GROUP, INC.

By: _____

Title: _____

Name: _____

LENDER:

Address of Lender:

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Kul Mani, Partner
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: Member & CEO

Name: Mike McQueen

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Facetjs (v.1.0)	TX0008214636	07/15/2016
Metamarkets Explore and Facet (v. 1.0)	TX0008214639	07/15/2016

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
Advertising futures marketplace methods and systems - ABANDONED	13/452,492	04/20/12
Segment data visibility and management in a distributed database of time stamped records	14/444,888	07/28/14
Suspect anomaly detection and presentation within context	14/480,448	09/08/14
Advertising futures marketplace methods and systems - ABANDONED	12/263,437	10/31/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
METAMARKETS SIGMA – ABANDONED	86/623,983	05/08/15
METAMARKETS	4,655,100	12/16/14
DRUID	4,333,992	05/14/13
VISUAL ANALYTICS ENGINE – ABANDONED	85/957,555	06/12/13
STACK IN THE BOX – ABANDONED	85/957,611	06/12/13