

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399402

<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>
TREEHOUSE INTERACTIVE HOLDING, INC.		09/19/2016	Corporation: DELAWARE
TREEHOUSE INTERACTIVE, INC.		09/19/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX GROWTH CAPITAL, LLC		
<b>Street Address:</b>	1717 MAIN STREET		
<b>Internal Address:</b>	SUITE 1100		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4915272	IMPARTNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	7037125361		
<b>Email:</b>	SCOTUGNO@MCGUIREWOODS.COM		
<b>Correspondent Name:</b>	SHANNON COTUGNO		
<b>Address Line 1:</b>	1750 TYSONS BLVD		
<b>Address Line 2:</b>	SUITE 1800		
<b>Address Line 4:</b>	TYSONS, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	SHANNON COTUGNO		
<b>SIGNATURE:</b>	/SHANNON COTUGNO/		
<b>DATE SIGNED:</b>	09/22/2016		
<b>Total Attachments: 8</b> source=ORIX#page1.tif			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 19, 2016 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), TREEHOUSE INTERACTIVE HOLDING, INC., a Delaware corporation ("Holdings"), and TREEHOUSE INTERACTIVE, INC., a California corporation (together with Holding, "Grantors").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantors dated as of the date hereof (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). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in all of their Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules 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.

2. Grantors represent and warrant that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantors which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantors, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. 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 Loan 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 Loan 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 Loan 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.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

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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 Grantors:

10713 South Jordan Gateway #120  
South Jordan, Utah

Attn: \_\_\_\_\_

GRANTORS:

TREEHOUSE INTERACTIVE HOLDING, INC.

By: Bert Young

Name: Bert Young

Title: Chief Financial Officer

TREEHOUSE INTERACTIVE, INC.

By: Bert Young

Name: Bert Young

Title: Chief Financial Officer

LENDER:

ORIX GROWTH CAPITAL, LLC

By: \_\_\_\_\_

Name: Mark Campbell

Title: Authorized Representative

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

82247644

TRADEMARK  
REEL: 005882 FRAME: 0445

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 Grantors:

10713 South Jordan Gateway #120  
South Jordan, Utah

Attn: .....

TREEHOUSE INTERACTIVE HOLDING, INC.

By: \_\_\_\_\_

Name: Bert Young

Title: Chief Financial Officer

TREEHOUSE INTERACTIVE HOLDING, INC.

By: \_\_\_\_\_

Name: Bert Young

Title: Chief Financial Officer

LENDER:

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By:  .....

Name: Mark Campbell

Title: Authorized Representative

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

None.



SCHEDULE C

Trademarks

**Registered Trademarks**

<b>Registered Trademark</b>	<b>Grantor</b>
• Impartner™ United States Patent and Trademarks Office Reg. No. 4,915,272	Treehouse Interactive Holding, Inc.
• Impartner™ International Bureau of the World Intellectual Property Organization (WIPO) Registration number 1 286 328	Treehouse Interactive Holding, Inc.

**Non-Registered Trade Marks**

<b>Non-Registered Trade Mark</b>	<b>Grantor</b>
• Reseller View	Treehouse Interactive Holding, Inc.
• Reseller View™	Treehouse Interactive Holding, Inc.
• Reseller View Mobile™	Treehouse Interactive Holding, Inc.
• Marketing View	Treehouse Interactive Holding, Inc.
• Marketing View™	Treehouse Interactive Holding, Inc.
• Action Studio™	Treehouse Interactive Holding, Inc.
• Send to Cloud™	Treehouse Interactive Holding, Inc.
• Reveal Web Analytics™	Treehouse Interactive Holding, Inc.
• Conversion Intelligence™	Treehouse Interactive Holding, Inc.
• Talk It Up™	Treehouse Interactive Holding, Inc.
• Auto Response™	Treehouse Interactive Holding, Inc.
• Contact Extend™	Treehouse Interactive Holding, Inc.
• Instant Polling™	Treehouse Interactive Holding, Inc.
• Xtreme Targeting™	Treehouse Interactive Holding, Inc.
• Sales View	Treehouse Interactive Holding, Inc.
• Sales View™	Treehouse Interactive Holding, Inc.
• Channel Sales Force Automation™	Treehouse Interactive Holding, Inc.
• CSFA™	Treehouse Interactive Holding, Inc.
• Task View	Treehouse Interactive Holding, Inc.
• Task View™	Treehouse Interactive Holding, Inc.
• TreeHouse	Treehouse Interactive Holding, Inc.
• TreeHouse Interactive™	Treehouse Interactive Holding, Inc.
• Velocity™	Treehouse Interactive Holding, Inc.
• Momentum™	Treehouse Interactive Holding, Inc.
• Channel Flow™	Treehouse Interactive Holding, Inc.