700519573 09/27/2016		
FORM PTO-1594 COMMERCE	U.S. DEPARTMENT OF	
	DRM COVER SHEET United States Patent and Trademark Office	
OMB No. 0651-0027 (exp. 06/30/2008)		
TRADEMARKS ONLY To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies): 2. Name and address of receiving party(ies):		
CSC Generation, Inc. 1515 \$ I-35, Suite 200	Additional name(s) of conveying parties attached? ☐Yes ☒ No	
Austin, TX 78741	Name: Silicon Valley Bank	
	Internal Address:	
☐ Individual(s) ☐ Association		
☐ General Partnership ☐ Limited Partnership	Street Address: 3003 Tasman Drive	
☑ Corporation-State: DE		
☐ Other	City: Santa Clara	
	State: CA	
Additional name(s) of conveying parties attached? ☐ Yes ☒ No	Country: USA	
3. Nature of conveyance/ Execution Date(s):	Zip: 95054	
Execution Date(s): 09/22/2016	☐ Association Citizenship	
	General Partnership Citizenship	
Assignment Merger	Limited Partnership Citizenship	
Security Agreement		
	If assignee is not domiciled in the United States, a domestic representative	
Other:	designation is attached: ☐ Yes ☒ No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and identif	ication or description of the Trademark:	
A. Trademark Application No.(s) B. Trademark Registration No.(s)		
The second of th	b. Hademark Registration (140.(5)	
	3111280	
	4465197	
	4512863	
C. Identification of Department of Trademontals (and Either Date if Augliantian and Lattice and Lattic		
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? Yes No		
5. Name and address of party to whom	6. Total number of applications and	
correspondence concerning document should be mailed:	registrations involved: 3	
concerning document should be maned.		
Name: CT Lien Solutions		
Internal Address; Attn: 14080632	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$90.00	
Charles Addings Apply 15	Authorized to be charged to deposit account	
Street Address: 187 Wolf Road, Suite 101	☐ Enclosed	
City: Albany State: NY ZIP: 12205	8. Payment Information:	
Phone Number: 1-800-342-3676 X 4065	a. Credit Card Last 4 Numbers 0974 Expiration Date 6//7	
Fox Number 4 P00 002 7040	Expiration Date 6//7	
Fax Number: 1-800-962-7049	b. Deposit Account Number	
Email Address: cis-udsalbany@wolterskluwer.com Authorized User Name		

Name of Person Signingsheet, attachments, and document: Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, AlexiRADEMARK450

Total number of pages including cover

9. Signature

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and CSC GENERATION, INC. (f/k/a lce.com Round2, 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 and Grantor dated the Effective Date (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. <u>Grant of Security Interest</u>. 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 or 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 URLs, domain names (including without limitation, Ice.com) now or hereafter existing, created, acquired or held:
- (d) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (e) 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");

- (f) 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"):
- (g) 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"):
- (h) 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;
- (i) 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;
- (f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (k) 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. <u>Recordation</u>. 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.
- 3. <u>Authorization</u>. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. <u>Governing Law</u>. 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).

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:

Title:

CSC GENERATION, INC. (f/k/a Ice.com
Roundsendingles)

Text of the com
By:
Title: CEO

BANK:

SULCOMONALLEY BANK

GLUL Marasigan

Professional CEO

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

None

EXHIBIT B

Patents

<u>Description</u>

Registration/ Application Number

Registration/ Application Date

None

EXHIBIT C

Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
ICE.COM	3111280	July 4, 2006
ICE	4465197	January 14, 2014
ICE REWARDS	4512863	April 8, 2014

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application Date

None

TRADEMARK REEL: 005884 FRAME: 0471

RECORDED: 09/27/2016