

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Negative Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiip Inc.		05/31/2016	Corporation:
RECEIVING PARTY DATA			
Name:	North Atlantic Venture Fund V, L.P.		
Street Address:	Two City Center		
Internal Address:	c/o North Atlantic Capital Corporation		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86746039	KIIP	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Susan Meyer		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	073235-000005		
NAME OF SUBMITTER:	Susan Meyer		
SIGNATURE:	/Susan Meyer/		
DATE SIGNED:	10/04/2016		
Total Attachments: 8			
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NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (this “**Agreement**”) is made as of May 31, 2016, by Kiip Inc., a Delaware corporation (the “**Company**”), in favor of North Atlantic Venture Fund V, L.P., a Delaware limited partnership (the “**Purchaser**”).

WHEREAS, the Company has requested that the Purchaser (i) enter into that certain Purchase Agreement, dated of even date herewith by and between the Company and the Purchaser (as the same may be amended, modified, substituted, extended or restated, from time to time, the “**Purchase Agreement**”), and (ii) purchase from the Company a certain Debenture to be issued and sold by the Company to the Purchaser, as provided for in such Purchase Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Purchase Agreement and to the obligation of the Purchaser to purchase such Debenture that the Company enter into this Agreement.

NOW, THEREFORE, in order to induce the Purchaser to enter into the Purchase Agreement and to purchase such Debenture, and in consideration thereof and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with the Purchaser as follows:

1. **Definitions.** All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. **Negative Pledge.** The Company shall not, under any circumstances or at any time without the prior written consent of the Purchaser, which consent shall be at the sole and absolute discretion of the Purchaser: (i) grant, create, incur, assume or suffer to exist, or permit any Person, whether by means of a power of attorney or otherwise, to grant, create, incur, assume or suffer to exist, any Lien upon or with respect to, any of the Company Intellectual Property Assets, whether now owned or hereafter acquired, including, without limitation, those Company Intellectual Property Assets set forth on Schedule 3 to this Agreement, other than Liens in favor of the Purchaser or non-exclusive licenses to the Company Intellectual Property Assets; or (ii) file, or permit any Person whether by means of a power of attorney or otherwise to file, any financing statement or filing with the United States Patent and Trademark Office or similar filing which names the Company as debtor and pertains to any Company Intellectual Property Asset, other than filings made by the Purchaser.

3. **Company Intellectual Property Assets.** Schedule 3 attached hereto contains a complete and accurate list of (i) all Company Patents, Company Marks, Company Copyrights, (ii) material Products, (iii) Licenses In, (iv) Licenses Out and (v) Domain Names.

4. **Covenants.** The Company covenants and agrees with the Purchaser that from and after the date of this Agreement and so long as any Obligation remains outstanding:

(a) The Company shall notify the Purchaser promptly if it knows that any application or registration within the Company Intellectual Property Assets

(now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Company's ownership of any Intellectual Property Asset, its right to register the same, or its right to keep and maintain the same.

(b) The Company shall provide the Purchaser with written notice of any application filed by the Company, either by itself or through any agent, employee, licensee or designee, to register any Intellectual Property Asset with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within thirty (30) days of such filing, and, upon request of Purchaser, the Company shall update Schedule 3 hereto to reference such application for registration of such Intellectual Property Asset and hereby authorizes the Purchaser, at the Company's expense, to file this Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, with respect to such application for registration of such Intellectual Property Asset.

(c) The Company shall take commercially reasonable actions necessary or reasonably requested by the Purchaser to maintain and pursue each application for registration of any Company Intellectual Property Assets, to obtain the relevant registration for such Company Intellectual Property Assets, and to maintain the registration of each of the registered Company Intellectual Property Assets (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Company Intellectual Property Assets is infringed upon, or misappropriated or diluted by a third party, the Company shall, unless the Company shall reasonably determine that such Company Intellectual Property Asset is not material to the conduct of its business or operations, promptly take commercially reasonable actions in response thereto, including, if necessary, suing to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

5. Constructive Trust; Filing of this Agreement. To the extent that the Company violates the provisions of this Agreement by granting or assigning in favor of any Person, a Lien (excluding non-exclusive licenses), upon or with respect to, any of the Company Intellectual Property Assets, such Lien is hereby deemed to be a Lien in favor of, and for the sole benefit of, the Purchaser, until all of the indebtedness, obligations and liabilities of the Company to the Purchaser have been paid in full, and in the event that any Person receives any sums from, or as a result of, the sale, liquidation or distribution of all or any portion of any of the Company Intellectual Property Assets on account of such Lien, such sums are hereby deemed to be held in trust by such Person for the sole benefit of the Purchaser, and shall be promptly delivered to the Purchaser upon receipt, and shall not be commingled with any other funds of such Person. THE

COMPANY HEREBY AUTHORIZES THE PURCHASER TO, AT THE EXPENSE OF THE COMPANY, FILE THIS AGREEMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND THE UNITED STATES COPYRIGHT OFFICE AND REFERENCE THE RESTRICTIONS SET FORTH HEREIN IN ANY UCC FINANCING STATEMENT FILED BY THE PURCHASER, IN EACH CASE, IF THE PURCHASER DETERMINES SUCH FILINGS OR REFERENCES ARE DESIRABLE TO PROVIDE NOTICE TO OTHER PERSONS OF THE AGREEMENTS OF THE COMPANY SET FORTH HEREIN.

6. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, the Purchaser and their respective successors and permitted assigns, except that the Company may not assign or transfer any of its rights or obligations under this Agreement without the consent of the Purchaser. The rights of the Purchaser under this Agreement are not assignable without the written consent of the Company, except that assignments by the Purchaser of its rights under this Agreement to its Affiliates shall be permitted without the written consent of the Company, provided that the assignee agrees in writing to be bound by all of the provisions set forth in this Agreement that were applicable to the assignor.

(b) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND THE PURCHASER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(c) Governing Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with and governed by, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof. Each of the Company and the Purchaser agrees that any suit, action or proceeding against the other arising out of or based upon this Agreement may be instituted in a United States Federal or state court located in the State of Delaware, and any appellate court from any thereof, and each of the Company and the Purchaser irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. Each of the Company and the Purchaser irrevocably waives, to the fullest extent permitted by law, any objection to any suit, action or proceeding that may be brought in connection with this Agreement in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Company and the Purchaser agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and the Purchaser and may be enforced in any court to the jurisdiction of which they are subject, by a suit upon judgment.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but such counterparts together shall constitute one and the same instrument. Any proof of this Agreement shall require production of only one such counterpart.


(e) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

THE COMPANY:

KIIP, INC.

By:  _____
Name: _____
Title: _____

THE PURCHASER:

NORTH ATLANTIC VENTURE FUND
V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By: _____
Name: David M. Coit
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

THE COMPANY:

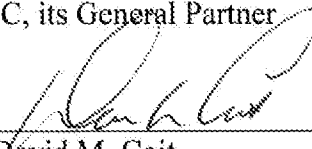
KIIP, INC.

By: _____
Name: _____
Title: _____

THE PURCHASER:

NORTH ATLANTIC VENTURE FUND
V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By:  _____
Name: David M. Coit
Title: Managing Director

Schedule 3

Company Intellectual Property Assets

Company Patents:

Technology License Agreement between the Company, En Masse, LLC, Courtney Guertin and Amadeus Demarzi dated March 25, 2011 (the "License Agreement")

The following patent application is pending:

- Achievement Network Methods, Systems, and Media, application number 13444796, dated April 11, 2012.

Company Marks:

On February 11, 2012 the Company filed a trademark application for the mark "KIIP" and "SWARM."

- The mark "KIIP", U.S. Serial Number: 86746039, has been published in the Trademark Official Gazette on May 3, 2016.

Material Products:

The Company's product, the software development kit, is embedded in a developer's app to deliver advertising (in the form of rewards) during "moments" that matter. A moment constitutes events and context. An event is an action within any app or site, where a moment can be observed and where a branded response is appropriate. Context is any circumstantial clue that helps define the meaning of a moment; i.e. time, weather, location, etc.

Licenses In:

Technology Master Services Agreement between the Company and Taco Bell Corp. effective November 11, 2013 and signed January 13, 2014.

Master Supplier Agreement between the Company and MasterCard dated August 4, 2014.

Data Services Trial Agreement between the Company and American Express Travel Related Services Company, Inc. dated February 8, 2016.

Network Partner Agreement between the Company and Cheetah Mobile Singapore Pte. Ltd. dated March 29, 2016.

Data Contribution Addendum between the Company and Factual Inc., dated March 28, 2016.

Master Data Services Agreement between the Company and Factual Inc., dated March 28, 2016.

Factual Service Order – Ad Network Service Order Number 1 between the Company and Factual Inc., dated March 28, 2016.

Qualia Insertion Order between the Company and Qualia Media Inc. dated January 22, 2016.

PlaceIQ Data Acquisition License between the Company and PlaceIQ.

Mobile Registration Network Agreement between the Company and Datalogix, Inc. dated November 18, 2014.

Data Use Agreement between the Company and Oracle America, Inc. dated January 28, 2015.

Consulting Agreement between Kiip Latam Team and the Company dated March 17, 2016.

Data License Agreement between the Company and Twine Data LLC, dated April 6, 2015.