

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RISE INTERACTIVE MEDIA & ANALYTICS, LLC	FORMERLY RISE INTERACTIVE, INC.	09/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Western Bank (as successor in interest by merger to Square 1 Bank)		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86703687	CONTEXT X CONNECTIONS	
Serial Number:	86703679	CONNEX	
Serial Number:	86703677	X	
Serial Number:	86703674	INTERNET MARKETING LEADERSHIP SERIES	
Serial Number:	86703660	IMLS	
Serial Number:	86703657	INTERNET MARKETING LEADERSHIP SERIES STR	
Serial Number:	86703689	CONNEX	
Serial Number:	86717903	ANALYTICALLY DRIVEN	
Serial Number:	86717915	INTERACTIVE INVESTMENT MANAGEMENT	
Serial Number:	86717910	IIM	
Serial Number:	86717907	MARKETING INTELLIGENCE DATA PERSONALIZAT	
Serial Number:	87025938	RISE	
Serial Number:	87047759	RISE INTERACTIVE	
Serial Number:	87058395	INTERACTIVE INVESTMENT MANAGER	
Serial Number:	87058385	PIONEERING A BETTER WAY	
CORRESPONDENCE DATA			
Fax Number:	9193541278		

CH \$390.00 86703687

TRADEMARK

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.

Phone: 9193143114
Email: diligencereview@square1bank.com
Correspondent Name: PACIFIC WESTERN BANK
Address Line 1: 406 BLACKWELL STREET
Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE-JLT/
DATE SIGNED:	11/03/2016

Total Attachments: 7
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page1.tif
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page2.tif
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page3.tif
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page4.tif
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page5.tif
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page6.tif
source=Rise Interactive Media Analytics - A&R IPSA - executed (09-21-16)#page7.tif

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of September 21, 2016 by and between PACIFIC WESTERN BANK (as successor in interest by merger to Square 1 Bank), a California state chartered bank ("*Bank*"), and RISE INTERACTIVE MEDIA & ANALYTICS, LLC, a Delaware limited liability company, f/k/a RISE INTERACTIVE, INC., a Illinois corporation ("*Grantor*"). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement between Bank and Grantor dated as of April 3, 2015.

RECITALS

A. Bank has agreed to make certain advances of money 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 as of April 3, 2015 (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).

B. Bank is willing to make advances of money to Grantor as set forth in the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

One South Wacker Drive, Suite 300
Chicago, IL 60606

**RISE INTERACTIVE MEDIA &
ANALYTICS, LLC**

By: 

Name: Jon Morris


Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: 

Name: Ross Mires

Title: Vice President

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Rise Interactive Website	Pending	Pending (filed 8/8/16)


EXHIBIT B




PATENTS

<u>Description</u>	<u>Patent Application No.</u>	<u>Application Date</u>
Interactive Data-Driven Graphical User Interfaces for Managing Online Advertising	14/856,870	9/17/2015
Interactive Data-Driven Graphical User Interfaces for Managing Online Advertising	PCT/US16/50358	9/6/2016
Interactive Data-Driven Graphical User Interfaces for Managing Advertising Performance	15/005,372	1/25/2016
Tracking Users Across Web Sites for Personalization	62/302,135	3/1/2016
Interactive Data-Driven Graphical User Interfaces for Investigating Online Advertising Performance	15/267,472	9/16/2016
Recipient-specific Scheduling of Electronic Communication	15/213,331	7/18/2016
Method, system, apparatus and media for improving paid search realization*	13/346,524	1/9/2012

*Currently in former name of Borrower, Rise Interactive, Inc.

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Application Date</u>
	86703687	7/24/2015
connex	86703679	7/24/2015
	86703677	7/24/2015
INTERNET MARKETING LEADERSHIP SERIES	86703674	7/24/2015
IMLS	86703660	7/24/2015
	86703657	7/24/2015
CONNEX	86703689	7/24/2015
ANALYTICALLY DRIVEN	86717903	8/7/2015
INTERACTIVE INVESTMENT MANAGEMENT	86717915	8/7/2015
IIM	86717910	8/7/2015
	86717907	8/7/2015
RISE	87025938	5/5/2016

	87047759	5/24/2016
INTERACTIVE INVESTMENT MANAGER	87058395	6/2/2016
PIONEERING A BETTER WAY	87058385	6/2/2016
RISE INTERACTIVE	86414159	10/3/2014
	86414153	10/3/2014
	86414174	10/3/2014