

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LITHIUM INTERNATIONAL, INC.		11/16/2016	Corporation: DELAWARE
LITHIUM TECHNOLOGIES, INC.		11/16/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL, INC., AS AGENT
Street Address:	400 HAMILTON AVENUE, SUITE 310
Internal Address:	LEGAL DEPARTMENT
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3297195	LITHIUM
Registration Number:	3833713	LITHIUM
Registration Number:	3969081	LITHIUM
Registration Number:	4146392	LITHIUM
Registration Number:	4321699	SOCIAL DYNAMX
Registration Number:	3979065	KLOUT

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 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

CH \$165.00 3297195

ATTORNEY DOCKET NUMBER:	305866-1024
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	11/16/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 16, 2016 by and between HERCULES CAPITAL, INC., a Maryland corporation, as administrative agent for the Lender, as defined below ("Agent"), LITHIUM TECHNOLOGIES, INC., a Delaware corporation ("Parent") and LITHIUM INTERNATIONAL, INC., a Delaware corporation ("Lithium International"; together with Parent, each a "Grantor" and collectively, "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Parent in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent and Parent, 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), and Lithium International has become party to the Loan Agreement pursuant to a Joinder Agreement dated as of the date hereof.

B. Lender is willing to make the Loans to Parent, but only upon the condition, among others, that each Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Each Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Lender, Agent and Grantors, each Grantor grants and pledges to Agent a security interest in all of such 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), 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 (collectively, the "Intellectual Property Collateral").

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

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of page intentionally left blank]

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:

Lithium Technologies, Inc.
Attention: Mike McAdam and Jim Cox
225 Bush St., 15th Floor
San Francisco, CA 94104

GRANTORS:

LITHIUM TECHNOLOGIES, INC.

By: AMA
Jim Cox

Title: CEO

LITHIUM INTERNATIONAL, INC.

By: AMA
Jim Cox

Title: CEO

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: _____

Title: _____

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LITHIUM TECHNOLOGIES, INC.

By: _____

Title: _____

LITHIUM INTERNATIONAL, INC.

By: _____

Title: _____

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: _____


Title: Assistant General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Classification of Digital Content Using Aggregate Scoring	7,979,369	7/12/2011
Classification of Digital Content Using Aggregate Scoring	8,412,657	4/2/2013
Classification of Digital Content Using Aggregate Scoring	8,886,580	11/11/2014
Gamification for Online Social Communities	9,105,044	8/11/2015
System and Method for Providing a Social Customer Care System	9,141,997	9/22/2015
Systems and Methods for Application Plugin Deployment for Websites	9,229,702	1/5/2016
Systems and Methods for Implementing Custom Privacy Settings	9,338,186	5/10/2016
System and Method for Providing a Social Customer Care System	9,483,802	4/18/2013
System and Method for Providing a Social Customer Care System	14/798,159	7/13/2015
System and Method for Providing a Social Customer Care System	14/798,171	7/13/2015
Systems and Methods to Monitor Health of Online Social Communities	14/929,209	10/30/2015
Device, Method & User Interface for Determining a Correlation	14/098,492	12/5/2013
Gamification for Online Social Communities	15/018,787	2/8/2016
System and Method of Providing a Content Discovery Platform	14/702,696	5/2/2015
Dynamic Information Streams in a Social Network Platform	13/900,878	5/23/2013
Dynamic Information Streams in a Social Network Platform	14/035,166	9/24/2013
Domain Generic Large Scale Topic Expertise & Interest Mining	14/627,151	2/20/2015
System and Apparatus for an Application Agnostic User Search Engine	14/852,965	9/14/2015
Device, Method and User Interface for Presenting Analytic Data	14/098,480*	12/5/2013

* Patent application has been abandoned.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Lithium Design Mark	3297195	9/25/2007
Lithium Design Mark	3833713	8/17/2010
Lithium Design Mark	3969081	5/31/2011
Lithium Design Mark	4146392	5/22/2012
Social Dynamx	4321699	4/16/2013
Klout	3979065	6/14/2011
Klout	8418758 (EU)	1/21/2010