

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407706

<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>
MESSAGE SYSTEMS, INC.		11/23/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4519460	ADAPTIVE DELIVERY	
<b>Registration Number:</b>	4189319	MESSAGE SCOPE	
<b>Registration Number:</b>	4656437	MOMENTUM	
<b>Registration Number:</b>	3931674	M MESSAGE SYSTEMS	
<b>Registration Number:</b>	3804420	M	
<b>Registration Number:</b>	2886164	MULTIVIP	
<b>Registration Number:</b>	4810218	SPARKPOST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLASNANCE-TKF/		

CH \$190.00 4519460

<b>DATE SIGNED:</b>	12/05/2016
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of November 23, 2016 by and between **PACIFIC WESTERN BANK** ("**Bank**") and **Message Systems, Inc.**, a Delaware corporation ("**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 of even date herewith (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.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under the other Loan Documents, 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 (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, "Intellectual Property Collateral").

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 other 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 of Grantor which are registered with or subject to an application filed 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 Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

MESSAGE SYSTEMS, INC.

By   
Name: Phillip Merrick  
Title: Chief Executive Officer

Address of Grantor:

9130 Guilford Road  
Columbia, Maryland 21046

Bank:

PACIFIC WESTERN BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Bank:

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

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:

MESSAGE SYSTEMS, INC.

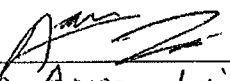
By \_\_\_\_\_  
Name: Phillip Merrick  
Title: Chief Executive Officer

Address of Grantor:

9130 Guilford Road  
Columbia, Maryland 21046

Bank:

PACIFIC WESTERN BANK

By  \_\_\_\_\_  
Name: Aaron Lvi  
Title: Client Manager

Address of Bank:

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

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number, if applicable</b>	<b>Registration Date</b>
MTA Version 2.2	TXu 1-611-215	August 14, 2009
<a href="http://www.messagesystems.com">www.messagesystems.com</a> website	TX 7-430-944	November 29, 2010
Adaptive Delivery 3.0	TX 7-356-293	January 6, 2011
Momentum 3.0	TX 7-358-286	January 10, 2011
Message Central 3.1	TX 7-357-344	January 12, 2011
Momentum Mobility 2.0.2	TX-7-410-611	June 23, 2011
Momentum Mobility 2.1.0	TX 7-410-614	June 23, 2011
Message Central 3.3.1	TX 7-410-623	June 23, 2011
Message Central 3.4.0	TX 7-410-626	June 23, 2011
Momentum 3.2.1	TX 7-410-629	June 23, 2011
Adaptive Delivery 3.2.1	TX 7-410-632	June 23, 2011
Message Scope 1.1	TX 7-410-606	June 24, 2011
Momentum for Sending/Receiving 3.3.1	TX 7-460-197	October 14, 2011
Message Central 3.5.1	TX 7-461-114	October 19, 2011
Message Central 3.6.2.33896	TX0007596484	September 11, 2012
Message Central 3.7.0.35861	TX0007596501	September 11, 2012
Momentum 3.4.2.33894	TX0007596461	September 11, 2012
Momentum 3.5.0.35861	TX0007596491	September 11, 2012
Mobile Momentum 3.4.2.33894	TX0007596487	September 11, 2012
Mobile Momentum 3.5.0.35861	TX0007596485	September 11, 2012
Message Central 3.7.1.37854	TX 7-656-086	January 15, 2013
Momentum 3.5.1.37854	TX 7-656-199	January 15, 2013
Mobile Momentum 3.5.1.37854	TX 7-656-950	January 15, 2013
Message Scope 1.2.2.1121	TX 7-660-482	January 22, 2013



Momentum 3.6.0.39694	TX 7-799-554	October 15, 2013
Momentum 4.0.0.43563	TX 7-931-469	June 23, 2014
Momentum 4.1.0.0.45551	TX 7-984-317	October 24, 2014
Momentum 4.2.1.50062	TX 8-249-610	March 28, 2016
Momentum Application 4.2.1.50062	TX 8-245-583	March 28, 2016



**EXHIBIT B**  
**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Method and System for Adaptive Delivery of Digital Messages	14032899/ 8782184	Issued 7/15/14

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
ADAPTIVE DELIVERY	85952718/ 4519460	June 6, 2013
MESSAGE SCOPE	85398686/ 4189319	August 16, 2011
MOMENTUM	77718258/ 4656437	April 21, 2009
EDGE OF NETWORK/NEXT GEN (Madrid Protocol application)	1045173	June 30, 2010
	77708524/ 3931674	April 7, 2009
	77708491/ 3804420	April 7, 2009
MULTIVIP	76554875/ 2886164	October 24, 2003
SPARKPOST	86442994/ 4810218	November 3, 2014
SPARKPOST	USPTO Reference No. A0046704	December 1, 2014, claiming priority from the November 3, 2014 SPARKPOST application in the US