

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marketing Evolution, Inc.		12/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SaaS Capital Funding II, LLC		
Street Address:	810 Seventh Avenue		
Internal Address:	Suite 2005		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77339382	MATTERHORN	
Serial Number:	86067145	ROI BRAIN	
Serial Number:	78945533	ROMO	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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>			
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Thompson Hine LLP		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342		
NAME OF SUBMITTER:	Ashley L. Pecora		
SIGNATURE:	/Ashley L. Pecora/		
DATE SIGNED:	12/14/2016		
Total Attachments: 7			
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of December 9, 2016, by and between SaaS Capital Funding II, LLC (“Grantee”) and Marketing Evolution, Inc. (“Grantor”).

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Borrower connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A, B and C, respectively, 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, in each case whether now existing or hereafter acquired.

Notwithstanding the foregoing, the following are excluded from the foregoing grant of the security interest, and Grantor shall not be deemed to have granted a security interest in any of the following: all trademark applications prior to the filing of a statement of use or an amendment to allege use..

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MARKETING EVOLUTION, INC.

By: 

Name: Jason Rex Briggs

Title: Chief Executive Officer

Address of Grantor:

122 East 42nd Street

Suite 4500

New York, NY 10168

Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING II, LLC

By: _____

Name: Todd Gardner

Title: President

Address of Grantee:

SaaS Capital Funding II, LLC

810 Seventh Avenue

Suite 2005

New York, New York 10019

Attention: Todd Gardner

[Signature page to Patent, Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 005947 FRAME: 0755

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MARKETING EVOLUTION, INC.

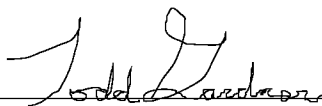
By: _____
Name: Jason Rex Briggs
Title: Chief Executive Officer

Address of Grantor:

122 East 42nd Street
Suite 4500
New York, NY 10168
Attention of: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING II, LLC

By:  _____
Name: Todd Gardner
Title: President

Address of Grantee:

SaaS Capital Funding II, LLC
810 Seventh Avenue
Suite 2005
New York, New York 10019
Attention: Todd Gardner

EXHIBIT A

Patents

Patent Title	Serial No.	Patent No. or Publication No.	Filing Date	Issue Date
METHOD FOR DETERMINING ADVERTISING EFFECTIVENESS	11/209,469	7,949,561	August 22, 2005	May 24, 2011
ATTRIBUTION MODELING	13/113,807	8,321,273	May 23, 2011	November 27, 2012
DETERMINING ADVERTISING EFFECTIVENESS WITH ONLINE REACH AND FREQUENCY MEASUREMENT	13/113,814	8,423,406	May 23, 2011	April 16, 2013
CROSS-MEDIA CAMPAIGNS WITH BIAS ADJUSTMENT AND ATTRIBUTION MODELING	13/862,848	2014-0074587	April 15, 2013	N/A
ASSESSING ADVERTISING EFFECTIVENESS	13/787,191	N/A	March 6, 2013	N/A

EXHIBIT B

Trademarks

Trademark	Serial No.	Registration No.	Filing Date	Registration Date
MATTERHORN®	77/339,382	4,070,848	November 28, 2007	December 13, 2011
ROI BRAIN	86/067,145	N/A	September 17, 2013	N/A
ROMO®	78/945,533	4,026,817	August 4, 2006	September 13, 2011
SIRF®	010858926	010858926	May 4, 2012	September 28, 2012

Trade Names:

None.

EXHIBIT C

Copyrights

None.