

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simulmedia, Inc.		01/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	505 Fifth Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3791118	SIMULMEDIA	
Registration Number:	3861578	BETTER MEDIA CHOICES	
Registration Number:	3973680	SIMULLAUNCH	
Registration Number:	4850323	PEOPLEFRONT	
Serial Number:	85660985	TV+	
Serial Number:	87205387	PERFORMANCE TV	
Serial Number:	86963383	VAMOS	
Serial Number:	86574041	IMPRESSIONS TO INSIGHTS	
Serial Number:	86574038	IMPRESSIONS TO IMPACT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 3791118

ATTORNEY DOCKET NUMBER:	F167629
NAME OF SUBMITTER:	Kimberly Calvi
SIGNATURE:	/Kimberly Calvi/
DATE SIGNED:	01/06/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 6, 2017 by and between (i) **SILICON VALLEY BANK** (“Bank”) and (ii) **SIMULMEDIA, INC.** (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of September 12, 2012 (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 unless otherwise defined in this Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Bank, 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, all of Grantor's right, title and interest in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those trademark applications and registrations set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything herein to the contrary, the security interest granted hereunder does not include: (i) rights of Grantor held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); or (ii) “intent to use” Trademark applications filed in the United States Patent and Trademark Office until such time as a statement of use or an amendment to allege use has been filed with such application, but only to the extent that granting of a security interest in such “intent-to-use” Trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

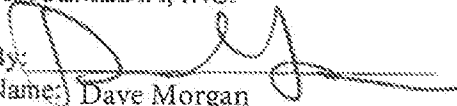
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

SIMULMEDIA, INC.

By: 
Name: Dave Morgan
Title: President and Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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.

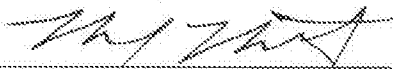
GRANTOR:

SIMULMEDIA, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: 
Name: Michael Moretti
Title: Director

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

App Title	App Number	File Date	Pat Number	Iss Date	Application Status	Pub Number
METHODS AND SYSTEMS FOR FORECASTING AND MEASUREMENT OF MEDIA VIEWERSHIP USING A COMBINATION OF DATA SETS	13/652,168	15-Oct-12	9363557	7-Jun-16	Issued	2014-0109124
METHOD AND APPARATUS FOR TELEVISION PROGRAM PROMOTION	12/714,937	1-Mar-10	8627356	7-Jan-14	Issued	2010-0269134
METHOD AND APPARATUS FOR TELEVISION PROGRAM PROMOTION	14/079,625	13-Nov-13			Published	2014-0075473
SYSTEMS AND METHODS FOR INFERRING AND FORECASTING VIEWERSHIP AND DEMOGRAPHIC DATA FOR UNMONITORED MEDIA NETWORKS	14/574,128	17-Dec-14			Published	2015-0181267
METHODS AND SYSTEMS FOR SELECTING INVENTORY UNITS FOR TELEVISION AND OTHER MEDIA ADVERTISING CAMPAIGNS	14/871,380	30-Sep-15			Filed	

EXHIBIT C

Trademarks

Word/Design Mark	Serial/Reg No.	Owner	Filing/Reg Date	Status
SIMULMEDIA	3791118	Simulmedia, Inc.	May 18, 2010	Registered
BETTER MEDIA CHOICES	3861578	Simulmedia, Inc.	October 12, 2010	Registered
SIMULLAUNCH	3973680	Simulmedia, Inc.	June 7, 2011	Registered
PEOPLEFRONT	4850323	Simulmedia, Inc.	August 25, 2015	Registered
TV+	85/660985	Simulmedia, Inc.	June 25, 2012	Live (not registered)
PERFORMANCE TV	87/205387	Simulmedia, Inc.	October 17, 2016	Live (not registered)
VAMOS	86/963383	Simulmedia, Inc.	April 4, 2016	Live (not registered)
IMPRESSIONS TO INSIGHTS	86/574041	Simulmedia, Inc.	August 18, 2015	Live (not registered)
IMPRESSIONS TO IMPACT	86/574038	Simulmedia, Inc.	March 24, 2015	Live (not registered)

EXHIBIT D

Mask Works

None.