

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MGAGE, LLC		02/23/2017	Limited Liability Company: DELAWARE
OUTSPOKEN, LLC		02/23/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HERITAGE BANK OF COMMERCE
Street Address:	150 South Almaden Blvd.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	86199526	MGAGE
Serial Number:	86199251	MGAGE
Registration Number:	4749063	MGAGE
Registration Number:	4752823	MGAGE
Registration Number:	4749062	MGAGE
Registration Number:	4752822	MGAGE
Registration Number:	4302892	MOSHARE
Registration Number:	4601812	MOSHARE
Registration Number:	4164026	VELTI
Registration Number:	3943628	A AIR2WEB
Registration Number:	3934360	AIRCARE
Registration Number:	3880083	VELTI MGAGE
Registration Number:	3935800	VELTI
Registration Number:	3870879	A
Registration Number:	3499541	MOGREET
Registration Number:	2585927	AIR2WEB

OP \$415.00 86199526

CORRESPONDENCE DATA**Fax Number:** 6506440520*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:** 6506483802**Email:** patty@pattycheng.com**Correspondent Name:** Patty Cheng**Address Line 1:** 2625 MIDDLEFIELD ROAD, SUITE 215**Address Line 4:** Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
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SIGNATURE:	/s/ Patty Cheng
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DATE SIGNED:	02/24/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 23, 2017 by and between **MGAGE, LLC**, a Delaware limited liability company (“**mGage**”) and **OUTSPOKEN, LLC**, a Delaware limited liability company (“**Outspoken**”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“**Bank**”). **MGAGE, LLC** and **OUTSPOKEN, LLC** are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors (as amended from time to time, the “**Loan Agreement**”) dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

160 Inverness Drive West, Suite 250
Englewood, Colorado 80112
Attn: CFO


MGAGE, LLC

By: 

Print Name: Richard HALLE

Title: CFO

OUTSPOKEN, LLC

By: 

Print Name: Richard HALLE

Title: CFO

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE

By: _____

Print Name: _____

Title: _____

TRADEMARK

REEL: 005995 FRAME: 0967

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

160 Inverness Drive West, Suite 250
Englewood, Colorado 80112
Attn: CFO

MGAGE, LLC

By: _____

Print Name: _____

Title: _____

OUTSPOKEN, LLC

By: _____

Print Name: _____

Title: _____

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE

By: Karla Schrader

Print Name: KARLA SCHRADER

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents


Please Check Box if No Patents Exist

Name of Owner	Title	Serial/ Patent Number	Application/ Issue Date
mGage	Mid-roll insertion of digital media	7,962,933	June 14, 2011
mGage	Insertion of digital media	7,992,165	August 2, 2011
mGage	Transparent insertion of multimedia content in real-time streaming sessions	8,611,428	Dec. 17, 2013
mGage	Systems and methods for performing live chat functionality via a mobile device	8,713,117	April 29, 2014
mGage	Cross-Channel User Tracking Systems, Methods and Devices	13/843710	March 15, 2013

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
mGage	MGAGE	86199526	February 20, 2014
mGage	MGAGE	86199251	February 20, 2014
mGage	MGAGE	4749063	June 2, 2015
mGage	MGAGE	4752823	June 9, 2015
mGage	MGAGE	4749062	June 2, 2015
mGage	MGAGE	4752822	June 9, 2015
mGage	MOSHARE	4302892	March 12, 2013
mGage	MOSHARE	4601812	September 9, 2014
mGage	VELTI	4164026	June 26, 2012
mGage	A AIR2WEB	3943628	April 12, 2011
mGage	AIRCARE	3934360	March 22, 2011
mGage	VELTI MGAGE	3880083	November 23, 2010
mGage	VELTI	3935800	March 22, 2011
mGage	5	85277343	March 25, 2011*
mGage	MOGREET	3786180	May 4, 2010*
mGage	MOGREET	3776277	April 13, 2010*
mGage		3870879	November 2, 2010
mGage	MOGREET	3499541	September 9, 2008
mGage	AIR2WEB	2585927	June 25, 2002

*Indicates dead, abandoned or cancelled trademark