

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSTILLERY INC.		04/12/2017	Corporation: DELAWARE
ESM ACQUISITION II, LLC		04/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4614908	DSTILLERY	
Registration Number:	4320603	BRANDSIGNAL	
Registration Number:	4357800	HOUSTON	
Registration Number:	4357798	EVERYSCREEN	
Registration Number:	4320604	PROSPECTRANK	
Registration Number:	4103306	SOCIAL SIGNATURE	
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:	(202) 265-1516		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Maryna Koberidze		
Address Line 1:	1025 Vermont Ave NW #1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169598		

OP \$165.00 4614908

NAME OF SUBMITTER:	Lisa A. Cobbett
SIGNATURE:	/Lisa A. Cobbett/
DATE SIGNED:	04/14/2017
Total Attachments: 9 source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page2.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page3.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page4.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page5.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page6.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page7.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page8.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page9.tif source=Amended and Restated Intellectual Property Security Agreement - Dstillery#page10.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of April 12, 2017 by and between (a) SILICON VALLEY BANK (“Bank”) and (b) (i) DSTILLERY INC., a Delaware corporation, and (ii) ESM ACQUISITION II, LLC, a Delaware limited liability company (each and together, jointly and severally, “Grantor”). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of March 28, 2014 between Grantor and Bank.

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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor 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). 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 Intellectual Property constituting Collateral (collectively, the “Intellectual Property Collateral”) to secure the Obligations.

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 its obligations to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, 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 applications and registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals, and any and all source code;

(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 servicemark 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 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.

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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DSTILLERY INC.

By: _____

Title: _____

ESM ACQUISITION II, LLC

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *Almanin Orman*

Title: *Director*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods for targeting online advertisements using data derived from social networks	12/191,412	8/14/2008
Privacy-sensitive methods, systems and media for targeting online advertisements using brand affinity modeling	12/700,728	2/5/2010
Methods and apparatus for bid optimization and inventory scoring	13/945,158	7/18/2013
Methods, systems and media for inhibiting advertising collisions	13/973,405	8/22/2013
Methods and apparatus for detecting and filtering forced traffic data from network data	13/850,099	3/25/2013
Methods, systems and media for detecting non-intended traffic using co-visitation information	8,719,934 13/906,006	5/6/2014 5/30/2013
Methods and system for providing simultaneous multi-task ensemble learning	9,053,436 14/209,453	6/9/2015 3/13/2014
Methods, systems, and media for detecting non-intended traffic using co-visitation information	9,014,717 13/830,495	4/21/2015 3/14/2013
Systems, methods, and media for mobile advertising conversion attribution	14/043,610	10/1/2012
Systems, methods, and apparatus for providing content to related compute devices based on obfuscated location data	14/572,418	12/16/2014
Privacy-sensitive methods, systems, and media for geo-social targeting	13/492,569	6/8/2012
Evaluating authenticity of geographic data associated with media requests	15/149,505	5/9/2016
Methods and system for providing simultaneous multi-task ensemble learning	14/733,299	6/8/2015
Methods and apparatus for defining an audience for a particular location by surveying nearby receivers and/or passively monitoring content consumption	15/042,697	2/12/2016
Systems, Methods, and Media for Mobile Advertising Conversion Attribution	15/412,810	1/23/2017
Methods and apparatus for detecting and filtering forced traffic data from network data	9,118,563 13/906,016	8/25/2015 5/30/2013
Methods, systems, and media for determining location information from real-time bid requests	9,179,264 14/691,442	11/03/2015 4/20/2015
Methods, systems and media for detecting non-intended traffic using co-visitation information	9,306,958 14/271,163	4/5/2016 5/6/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DSTILLERY	4614908 86021906	9/30/2014 7/29/2013
BrandSignal	4320603 85701084	4/16/2013 8/10/2012
HOUSTON	4357800 85763566	6/25/2013 10/25/2012
EVERYSCREEN	4357798 85763541	6/25/2013 10/25/2012
ProspectRank	4320604 85701094	4/16/2013 8/10/2012
SOCIAL SIGNATURE	4103306 85274577	2/21/2012 3/23/2011

EXHIBIT D

Mask Works

None.