

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sovrn Holdings, Inc.		05/03/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4933894	MERIDIAN	
Registration Number:	4951867	SOVRN	
Registration Number:	3936160	LIJIT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-30500		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	05/04/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Intellectual Property Security Agreement**”) is entered into as of May 3, 2017 by and between SILICON VALLEY BANK (“**Bank**”) and SOVRN HOLDINGS, INC. (“**Grantor**”).

RECITALS

WHEREAS, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Grantor, Sovrn, Inc. a Delaware corporation (“**Borrower**”) and Bank (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; all capitalized terms used but not otherwise defined herein have the meanings given such terms in the Loan Agreement), Bank has agreed to make certain financial accommodations to or for the benefit of the Borrower and Grantor has agreed to grant Bank a security interest in certain of its property to secure the obligations of Borrower under the Loan Agreement;

WHEREAS, Bank is willing to make financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank, this Intellectual Property Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, 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 **Schedules 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, the “**Intellectual Property Collateral**”).

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

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 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.

California law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Matt Kelty

BANK:

SILICON VALLEY BANK

By: 

Name: Matt Kelty

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006049 FRAME: 0853

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:

Address of Grantor:

SOVRN HOLDINGS, INC.

Sovrn Holdings, Inc.
5541 Central Avenue
Boulder, Colorado 80301
Attn: Nolan Smith

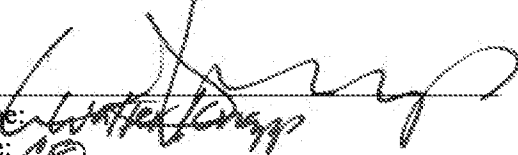

By: 
Name: _____
Title: 

EXHIBIT A

Copyrights

Title

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Title</u>	Registration/ Application <u>Number</u>	Registration/ Filing <u>Date</u>
None.		

EXHIBIT C

Trademarks

Mark	Country	Reg. No./App. No.	Registration/Filing Date
MERIDIAN	USPTO	4933894	04/05/2016
SOVRN	USPTO	4951867	05/03/2013
LJIT	USPTO	3936160	03/29/2011
SOVRN	Canada	1690353	08/19/2014
MERIDIAN	EU trade marks	14466304	12/10/2015
SOVRN	International Register	1228412	08/19/2014