

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Turbine, Inc.		05/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Blvd., Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4700102		
Registration Number:	4700101		
Registration Number:	4700100		
Serial Number:	85476570	DIGITAL TURBINE	
Serial Number:	85476565	DIGITAL TURBINE	
Serial Number:	85476552	DIGITAL TURBINE	
CORRESPONDENCE DATA			
Fax Number:	2138960400		
<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:	213-891-5604		
Email:	aarnelle@buchalter.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	1000 Wilshire Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	05/24/2017		
Total Attachments: 7			

CH \$165.00 4700102

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 23, 2017, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and DIGITAL TURBINE, INC., a Delaware corporation ("Grantor"), is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DIGITAL TURBINE, INC., a Delaware
corporation

By:  _____

Name: Barrett Garrison _____

Title: CFO _____

Address for Notices:

Attn:

1300 Guadalupe, Suite 302

Austin, TX 78701

Fax: 512-387-7717

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: 

Name: Justin Vogel

Title: Vice President

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

Intellectual Property Security Agreement
(DIGITAL TURBINE, INC.)

TRADEMARK
REEL: 006068 FRAME: 0151

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

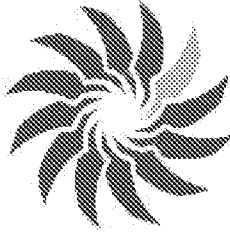
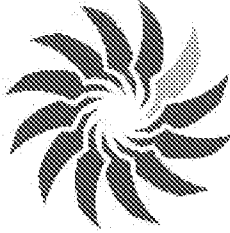
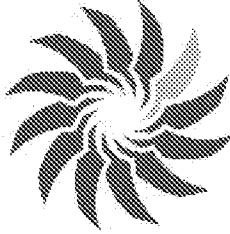
<u>Mark / Title:</u>	<u>U.S. Serial Number/Filing Date:</u>	<u>U.S. Registration Number/Registration Date:</u>
	85476666 / 11/18/2011	4700102 / 03/10/2015
	85476653 / 11/18/2011	4700101 / 03/10/2015
	85476644 / 11/18/2011	4700100 / 03/10/2015
DIGITAL TURBINE	85476570 / 11/18/2011	N/A
DIGITAL TURBINE	85476565 / 11/18/2011	N/A

Exhibit B

DIGITAL TURBINE	85476552 / 11/18/2011	N/A
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EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
SYSTEM AND METHOD FOR PROVIDING APPLICATION PROGRAMS TO DEVICES	N/A	13/841,140	Published	06/19/2014
METHOD AND SYSTEM FOR ORGANIZING APPLICATIONS	8943440	13/654,389	Issued	01/27/2015
SYSTEM AND METHOD FOR PROVIDING APPLICATION PROGRAMS TO DEVICES	N/A	14/451,428	Published	11/20/2014
METHOD AND SYSTEM FOR SELECTING A HIGHEST VALUE DIGITAL CONTENT	N/A	15/482770	N/A	N/A
SYSTEM AND METHOD FOR CONTROLLING A NETWORK CONNECTED DEVICE	N/A	15/396846	N/A	N/A
SYSTEMS AND METHODS FOR AUTOMATED INSTALLATION OF CONTENT ITEMS ON MOBILE DEVICES	N/A	15/446075	N/A	N/A

Exhibit C

BN 28609982v2

RECORDED: 05/24/2017

TRADEMARK
REEL: 006068 FRAME: 0155