

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Foreclosure Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank	FORMERLY Bridge Bank, National Association	03/24/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Waywire Global, Inc.		
Street Address:	1906 El Camino Real, Suite 201		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86427941	W	
Serial Number:	85579763	WAYWIRE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	06/07/2017		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY
(Foreclosure Assignment)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made and entered into and effective as of March 24, 2017 (the "Effective Date"), by and between WAYWIRE GLOBAL, INC., a Delaware corporation ("Assignee"), and WESTERN ALLIANCE BANK, an Arizona corporation and successor in interest to as Bridge Bank, National Association ("Assignor").

WITNESSETH

WHEREAS, Assignor, is a party to the Intellectual Property Security Agreement, dated as of January 22, 2015, with MAGNIFY NETWORKS, INC., with its principal place of business at 135 West 29th Street, Suite 702, New York, NY 10001 (the "Borrower") (as the same may have been amended, restated or otherwise modified, the "Security Agreement"), recorded in the United States Patent and Trademark Office at Reel/Frame No. 034787/0436, with respect to patents and Reel/Frame No. 5445/0213, with respect to trademarks, pursuant to which Assignor has a continuing security interest in and lien on all or substantially all of the Borrower's intellectual property including, without limitation, the patents listed in Schedule A hereto and the trademarks listed in Schedule B hereto;

WHEREAS, on or about the Effective Date, pursuant to that Secured Party Bill of Sale, dated March 24, 2017 (the "Sale Agreement"), Assignee purchased Assignor's rights in the collateral (the "Purchase Transaction");

WHEREAS, by way of this Assignment document, Assignor wishes to confirm the details of the Purchase Transaction, and Assignee wishes to obtain from Assignor, all rights in the set forth on Schedule A and Schedule B hereto (the "Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Collateral consisting of the patents set forth on Schedule A attached hereto and the trademarks set forth on Schedule B attached hereto and to all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Security Agreement and the secured rights in and to the patents set forth on Schedule A attached

hereto and secured rights in and to the trademarks set forth on Schedule B attached hereto and to recognize the same.

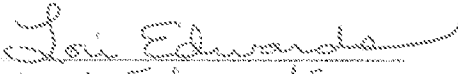
This Assignment is made in accordance with and subject to the Sale Agreement. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE COLLATERAL, AND ASSIGNEE ACCEPTS THE COLLATERAL "AS-IS". In the event of any inconsistency between the terms and conditions of the Sale Agreement and this Assignment, the terms of the Sale Agreement shall control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.

ASSIGNOR:

WESTERN ALLIANCE BANK

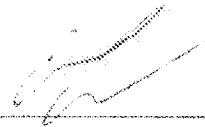
By: 
Name: Lori Edwards
Title: Executive Vice President

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

ASSIGNEE:

WAYWIRE GLOBAL, INC.

By: 
Name: Tetyana Seredyuk
Title: CEO

Address for Notices:

1906 El Camino Real, Suite 201
Menlo Park, CA 94027

SCHEDULE A

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Filing Date/Issue Date:</u>
Hosted Video Discovery and Publishing Platform	8117545	11773487	February 14, 2012
Video Curation Platform with Pre-Roll Advertisements for Discovered Content	8812956	14026153	August 19, 2014
Hosted Video Discovery and Publishing Platform	9411888	13371530	August 9, 2016
Method of and a System for Accepting User-Created Content on a Computer Network Site		11241621	October 3, 2005
Method of and a System for Logging on a Project which Contains a Footage		11285997	November 25, 2005

SCHEDULE B

TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date</u>
W word mark	86427941	4751805	October 20, 2014	June 9, 2015
Waywire	85579763	4637566	March 26, 2012	November 11, 2014

WESTN276677219.2