

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Social Reality, Inc.		05/11/2017	Corporation: DELAWARE
Steel Media		05/11/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ATW Partners LLC		
Street Address:	1600, 17 State Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87089617	SRAX(MD)	
Serial Number:	87087132	SRAX SOCIAL	
Serial Number:	87087119	SRAX SOCIAL	
Serial Number:	87338339	MOSEE	
Registration Number:	5133228	SRAXMD	
Registration Number:	5133218	DOCTRAX MATCH	
Registration Number:	5133215	DOME	
Registration Number:	5133212	DOCTRAX	
Registration Number:	4930415	SRAX	
Registration Number:	4830524	SRAX(DI)	
Registration Number:	4197820	S SOCIAL REALITY	
CORRESPONDENCE DATA			
Fax Number:	2156894910		
<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:	215-979-1817		
Email:	ccampbell@duanemorris.com		
Correspondent Name:	Christiane Schuman Campbell, Esq.		
Address Line 1:	Duane Morris LLP, 30 South 17th Street		
TRADEMARK			

CH \$290.00 87089617

Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196
ATTORNEY DOCKET NUMBER:	Y7010-00004
NAME OF SUBMITTER:	Christiane Schuman Campbell, Esq.
SIGNATURE:	/Christiane S. Campbell/
DATE SIGNED:	06/15/2017
Total Attachments: 10 source=Social Reality - TM Security Agreement#page1.tif source=Social Reality - TM Security Agreement#page2.tif source=Social Reality - TM Security Agreement#page3.tif source=Social Reality - TM Security Agreement#page4.tif source=Social Reality - TM Security Agreement#page5.tif source=Social Reality - TM Security Agreement#page6.tif source=Social Reality - TM Security Agreement#page7.tif source=Social Reality - TM Security Agreement#page8.tif source=Social Reality - TM Security Agreement#page9.tif source=Social Reality - TM Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified, this "Agreement") dated as of May 11, 2017, is made among Social Reality, Inc., a Delaware corporation (the "Company"), those subsidiaries of the Company that are signatories hereto (such subsidiaries, the "Guarantors" and, together with the Company, the "Debtors") and ATW Partners LLC, as Agent (the "Agent") for the holders of the Company's 12.5% Senior Secured Convertible Debentures (collectively, the "Debentures") due three (3) years following their issuance, in the original aggregate principal amount of \$5,000,000.00 (together with the Agent, and all of their endorsees, transferees and assigns, collectively, the "Secured Parties").

RECITALS

WHEREAS, pursuant to the Purchase Agreement (as defined in the Debentures), the Secured Parties have severally agreed to extend the loans to the Company evidenced by the Debentures;

WHEREAS, pursuant to a certain Subsidiary Guarantee (the "Guarantee"), the Guarantors jointly and severally agreed to guarantee and act as surety for payment of the Debentures;

WHEREAS, in order to induce the Secured Parties to extend the loans evidenced by the Debentures, each Debtor has agreed to execute and deliver to the Secured Parties this Agreement and to grant the Secured Parties, *pari passu* with each other Secured Party and through the Agent, a security interest in certain intellectual property of such Debtor to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Debentures and the Guarantors' obligations under the Guarantee (collectively, the "Obligations");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors (intending to be legally bound) hereby agree as follows:

1. Incorporation of Debentures. The Debentures and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Debentures.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Debentures) of the Obligations, the Debtors hereby confirm their grant to the Agent, on behalf of the Secured Parties, of a continuing security interest in and to any and all of the Debtors' right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property") owned by any of the Debtors:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Debtors' business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and

(iii) Reserved.

3. Representations and Warranties. As of the date hereof, the Debtors own or otherwise have the right to use the Intellectual Property, free and clear of any claims (other than Permitted Liens and except in the case of such licenses for the rights of the licensors thereunder) except for such Intellectual Property the failure of which to own or license, would not reasonably be expected to have a material adverse effect on any Debtor's business, assets, liabilities, properties, condition (financial or otherwise), operations or prospects, or on the ability of any Debtor to perform the Obligations ("Material Adverse Effect"). Debtors' Intellectual Property does not infringe, violate or misappropriate the intellectual property rights of any third parties where such infringement would reasonably be expected to have a Material Adverse Effect. As of the date hereof, no third party has claimed or asserted in writing the right to use, in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to the Debtors' Trademarks. No third party has asserted in writing ownership rights in the Intellectual Property that would reasonably be expected to result in a Material Adverse Effect, and Debtors have not licensed or sublicensed any third party to use the Debtors' material Intellectual Property. The use of the Debtors' material Intellectual Property in the Debtors' business do not infringe any right of any third party where such infringement would reasonably be expected to have a Material Adverse Effect. As of the date hereof, no third party is infringing any of the Intellectual Property except where such infringement would not reasonably be expected to have a Material Adverse Effect. Each of the Debtors has the legal right to use the Intellectual Property currently used by such Debtor. The Intellectual Property constitutes all of the intangible property necessary and sufficient for the Debtors to conduct their businesses consistent with past practices and as presently conducted.

4. Covenants.

(i) The Debtors shall have the duty, in the Debtors' good faith business judgment: (a) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter until the termination of this Agreement in accordance with Section 6; (b) to make application on unpatented but patentable inventions and on trademarks and service marks where any such application is deemed by the Debtors to be commercially reasonable, (c) to preserve and maintain all rights in the material Trademarks and Patents owned by any Debtor (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of any Debtor in its Trademarks), and (d) to ensure that the material Trademarks and Patents owned by any Debtor are and remain enforceable. Any and all costs and expenses incurred in connection with the Debtors' obligations under this Section shall be borne by the Debtors.

(ii) The Debtors will promptly notify the Agent in writing if any third party (x) claims or asserts (i) the right to use, in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of the Debtors' Trademarks, or (ii) ownership rights in any of the Intellectual Property that would reasonably be expected to result in a Material Adverse Effect, or (y) infringes any of the Intellectual Property except where such infringement would not reasonably be expected to have a Material Adverse Effect.

5. Effect on Debentures. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the Secured Parties under the Debentures but rather is intended to be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of the Secured Parties' security interest. The Secured Parties shall have, in addition to all other rights and remedies given them by the terms of this Agreement and the Debentures, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC. In the event of a conflict between the Debentures and this Agreement, the terms of the Debentures shall control.

6. Release of Security Agreement. Upon the indefeasible repayment in full in cash of the Obligations (other than contingent indemnification obligations) and the termination of the Debentures in accordance with their terms, this Agreement shall terminate, and the Agent shall execute and deliver any document reasonably requested by the Debtors, at the Debtors' joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by the Debtors to the Secured Parties hereunder.

7. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the Debtors and the Agent.

9. Binding Effect: Benefits. This Agreement shall be binding upon each of the Debtors and its successors and permitted assigns, and shall inure to the benefit of the Agent and each of the Secured Parties, and their successors and assigns; provided, however, the Debtors shall not assign this Agreement or any of the Debtors' obligations hereunder without the prior written consent of the Agent.

10. Headings: Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including .PDF document) shall be as legally binding and enforceable as a signed original for all purposes.

11. Further Assurances. Each of the Debtors agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Each of the Debtors acknowledges that a copy of this Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtors.

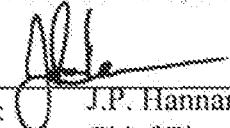
12. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF DELAWARE AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANY OTHER LAWS.

[Signature Page Follows]

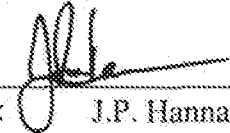
IN WITNESS WHEREOF, each of the undersigned has duly executed this Intellectual Property Security Agreement in favor of the Agent, on behalf of the Secured Parties, as of the date first written above.

DEBTORS

SOCIAL REALITY, INC.

By: 
Name: J.P. Hannan
Title: Chief Financial Officer

STEEL MEDIA

By: 
Name: J.P. Hannan
Title: Chief Financial Officer

Agreed and Accepted:

AGENT


ATW PARTNERS LLC

By: _____
Name:
Title:


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SOCIAL REALITY, INC.

By: 
Name: J.P. Hannan
Title: Chief Financial Officer

STEEL MEDIA

By: 
Name: J.P. Hannan
Title: Chief Financial Officer

Agreed and Accepted:

AGENT

ATW PARTNERS LLC

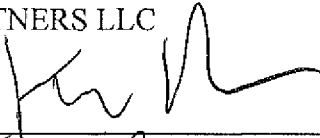
By: 
Name: Keri Skora
Title: MP


EXHIBIT B

TRADEMARK SCHEDULE

<i>APP/ REG. No.</i>	<i>MARK</i>	<i>CLASS</i>	<i>IDENTIFICATION OF SERVICES</i>
87089617	SRAX _(mod)	Class 35	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services.
87087132	SRAX SOCIAL	Class 35	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Advertisement for others on the Internet; Advertising agencies, namely, promoting the goods and services of others; Advertising and advertisement services; Advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of others; Advertising on the Internet for others; Advertising services, namely, cost-per-action on-line advertising; Advertising services, namely, promoting the brands, goods and services of others; Advertising via electronic media and specifically the internet; Advertising, including on-line advertising on a computer network; Analysis of advertising response; Compilation, production and dissemination of advertising matter; Consulting services in the field of internet marketing; Dissemination of advertising for others via the Internet

<i>APP/ REG. No.</i>	<i>MARK</i>	<i>CLASS</i>	<i>IDENTIFICATION OF SERVICES</i>
87087119	SRAX Social	Class 35	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Advertisement for others on the Internet; Advertising agencies, namely, promoting the goods and services of others; Advertising and advertisement services; Advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of others; Advertising on the Internet for others; Advertising services, namely, cost-per-action on-line advertising; Advertising services, namely, promoting the brands, goods and services of others; Advertising via electronic media and specifically the internet; Advertising, including on-line advertising on a computer network; Analysis of advertising response; Compilation, production and dissemination of advertising matter; Consulting services in the field of internet marketing; Dissemination of advertising for others via the Internet
87338339	MOSEE	Class 35	Identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; Dissemination of advertising for others to specifically targeted healthcare and pharmaceutical professionals and locations
5133228	SRAXMD	Classes 35; 42	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services; Application service provider, namely, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites, of others in the fields of advertising and marketing
5133218	DOCTRAX MATCH	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others

<i>APP/ REG. No.</i>	<i>MARK</i>	<i>CLASS</i>	<i>IDENTIFICATION OF SERVICES</i>
5133215	DOME	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others
5133212	DOCTRAX	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others
4930415	SRAX	Class 35	Advertising agencies, namely, promoting the goods and services of others; Advertising and marketing; Advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising via electronic media and specifically the internet; Advertising, including promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising messages on computer networks; Analysis of advertising response; Dissemination of advertising for others via the Internet
4830524	SRAX(di)	Class 35	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Advertisement for others on the Internet; Advertising agencies, namely, promoting the goods and services of others; Advertising and advertisement services; Advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of others; Advertising on the Internet for others; Advertising services, namely, cost-per-action on-line advertising; Advertising services, namely, promoting the brands, goods and services of others; Advertising via electronic media and specifically the internet; Advertising, including on-line advertising on a computer network; Analysis of advertising response; Compilation, production and dissemination of advertising matter; Consulting services in the field of internet marketing; Dissemination of advertising for others via the Internet

<i>APP/REG. No.</i>	<i>MARK</i>	<i>CLASS</i>	<i>IDENTIFICATION OF SERVICES</i>
4197820	SOCIAL  REALITY	Classes 35; 38	Internet advertising services; Broadcasting services, namely, transmission of advertising programs and media advertising communications via digital communications networks