

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432229

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAEDAE, INC.		06/16/2017	Corporation: DELAWARE
GIMBAL, INC.		06/16/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GIBRALTAR BUSINESS CAPITAL, LLC
<b>Street Address:</b>	400 SKOKIE BLVD. SUITE 375
<b>City:</b>	NORTHBROOK
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85758144	ATTRACT ENGAGE MONETIZE
Serial Number:	85657295	WITH PRIZES
Serial Number:	87184703	A
Serial Number:	87184630	ASPEN
Serial Number:	86287707	THE MOBILE MAJORITY
Serial Number:	85740264	PAY
Serial Number:	85641491	GIMBAL
Serial Number:	77573906	ECOPAY
Serial Number:	77887447	FYX

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 13127829000

Email: NKONDZIOLKA@RSPLAW.COM

Correspondent Name: ANDREW M. SACHS, ESQ.

Address Line 1: 180 N. LA SALLE ST. SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60601

OP \$240.00 85758144

<b>NAME OF SUBMITTER:</b>	ANDREW M. SACHS
<b>SIGNATURE:</b>	/ANDREW M. SACHS/
<b>DATE SIGNED:</b>	06/22/2017
<b>Total Attachments: 11</b> source=Executed Intellectual Property Security Agreement#page1.tif source=Executed Intellectual Property Security Agreement#page2.tif source=Executed Intellectual Property Security Agreement#page3.tif source=Executed Intellectual Property Security Agreement#page4.tif source=Executed Intellectual Property Security Agreement#page5.tif source=Executed Intellectual Property Security Agreement#page6.tif source=Executed Intellectual Property Security Agreement#page7.tif source=Executed Intellectual Property Security Agreement#page8.tif source=Executed Intellectual Property Security Agreement#page9.tif source=Executed Intellectual Property Security Agreement#page10.tif source=Executed Intellectual Property Security Agreement#page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of June 16, 2017 is executed by and between PAEDAE, INC., a Delaware corporation ("PaeDae") and GIMBAL, INC., a Delaware corporation ("Gimbal") (PaeDae and Gimbal are hereinafter each individually and collectively, on a joint and several basis, referred to as, the "Debtor"), having a business location at the address set forth below under its signature and GIBRALTAR BUSINESS CAPITAL, LLC, a Delaware limited liability company ("Secured Party"), having a business location at the address set forth below under its signature.

### RECITALS:

The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to continuing to extend credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means the copyright registrations, applications and exclusive copyright licenses set forth in Exhibit A.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"Security Interest" has the meaning given in **Section 2**.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; (iii) the right to sue for past, present and future infringement, dilution and damages therefor; (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C, but, excluding, "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

2. **Security Interest.** As security for the payment of the Obligations, the Debtor hereby pledges and collaterally assigns to, and grants the Secured Party a security interest (the "Security Interest"), in the Patents, Trademarks and Copyrights (other than Excluded Collateral) to secure payment of the Obligations.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Authority.** This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Copyrights.** Exhibit A accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any registered Copyrights not listed on Exhibit A or if Exhibit A ceases to accurately reflect, in all material respects, the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Patents.** Exhibit B accurately lists all registered Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Trademarks.** Exhibit C accurately lists all registered Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit C or if Exhibit C ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit C, which upon acceptance by the Secured Party shall become part of this Agreement.

(e) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents, material Trademarks or Copyrights. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify the Secured Party of such item(s) that are registered and

cause such Affiliate to execute and deliver to the Secured Party an intellectual property security agreement substantially in the form of this Agreement.

(f) **Title.** Debtor has absolute title to each Patent, Trademark and Copyright, (except exclusive copyright licenses) listed on Exhibits A, B and C, free and clear of all liens except Permitted Liens. Debtor: (i) will have, at the time Debtor acquires any rights in Patents, Trademarks or Copyrights hereafter arising (except licenses thereunder), absolute title to each such Patent, Trademark or Copyright free and clear of all liens except Permitted Liens; and (ii) will keep all Patents, Trademarks and Copyrights free and clear of all liens except Permitted Liens.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents, Trademarks and Copyrights (except licenses thereunder) against all claims or demands of all Persons.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents, Trademarks and Copyrights to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Except to the extent reasonably advisable in its business, Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent, Trademark or Copyright, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents, Trademarks or Copyrights, or to file any affidavit or renewal with respect thereto; and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. For the avoidance of doubt, the terms and conditions set forth in this Section 3(h) shall not apply to any licenses of Patents, Trademarks and Copyrights.

(i) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of thirty (30) days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or, if Debtor notifies the Secured Party that it intends to abandon a Patent, Trademark or Copyright, except to the extent reasonably advisable in its business, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** The Debtor shall pay the Secured Party on demand the amount of all moneys reasonably expended and all reasonable costs and expenses

(including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.

(k) **Power of Attorney.** To the extent required to facilitate the Secured Party's taking action under subsection: (i) and exercising its rights under **Section 6** for the purpose of perfecting its Security Interest, the Debtor hereby irrevocably (solely during the term of this Agreement) appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this **Section 3**, or, necessary for the Secured Party, after an Event of Default (as defined in the Loan Agreement), to enforce or use the Patents, Trademarks or Copyrights or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents, Trademarks and Copyrights.** The Debtor shall be permitted to control and manage the Patents, Trademarks and Copyrights, including the right to exclude others from making, using or selling items covered by the Patents, Trademarks and Copyrights and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. **Events of Default.** The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under this Agreement.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions provided that such actions are taken in accordance with the Loan Agreement:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents, Trademarks and Copyrights.

(c) The Secured Party may enforce the Patents, Trademarks and Copyrights and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts

and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. This Agreement shall terminate upon termination of the Loan Agreement. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents, Trademarks and Copyrights at all or in any particular manner or order, or to apply any cash proceeds of Patents, Trademarks and Copyrights in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the Patents, Trademarks and Copyrights shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic (i.e. "PDF" or "TIF") format shall be effective as delivery of a manually executed counterpart of this Agreement.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

**[SIGNATURE PAGE TO FOLLOW]**

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

**PAEDAE, INC.,**  
a Delaware corporation

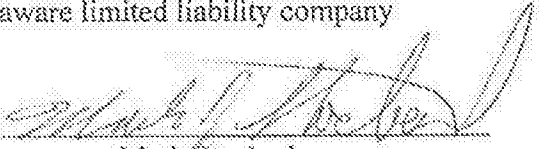
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GIMBAL, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2041 Colorado Avenue,  
Santa Monica, California 90404

**GIBRALTAR BUSINESS CAPITAL, LLC,**  
a Delaware limited liability company

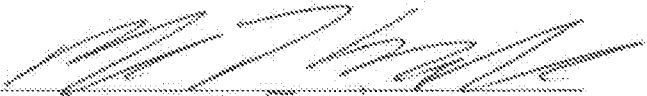
By:  \_\_\_\_\_  
Name: Mark Stoeberl  
Title: Chief Credit Officer

400 Skokie Boulevard, Suite 375  
Northbrook, Illinois 60062

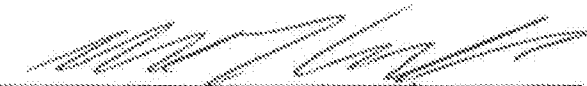


IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

**PAEDAE, INC.,**  
a Delaware corporation

By:   
Name: Robert J. Emrich  
Title: CEO

**GIMBAL, INC.,**  
a Delaware corporation

By:   
Name: Robert J. Emrich  
Title: CEO

2041 Colorado Avenue,  
Santa Monica, California 90404

**GIBRALTAR BUSINESS CAPITAL, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Mark Stoeberl  
Title: Chief Credit Officer

400 Skokie Boulevard, Suite 375  
Northbrook, Illinois 60062

EXHIBIT A  
COPYRIGHTS

None.

Exhibit A

130962202

TRADEMARK  
REEL: 006089 FRAME: 0632

**EXHIBIT B****PATENTS****COMPANY PATENTS****PAEDAE PATENT(S)**

<b>Description</b>	<b>Abstract</b>	<b>Status</b>	<b>Registration/ Application Number</b>
<b>Personalized Marketing</b>	Method and apparatus for personalized marketing. The system provides personalized marketing combined with the satisfaction of gamified applications and playing games, which provides a unique offer presentation entertainment solution with the computer implemented capacity to personalize offers. The system includes a learning module that collects data and behavioral information from each user and customizes advertising, offers, and even application utility/play for the user. Over time, the system provides interaction with the user that provides consumer opportunities that are more likely to be accepted by the user.	Filed	13598547

**GIMBAL**

<b>Description</b>	<b>Abstract</b>	<b>Status</b>	<b>Registration /Application Number</b>
<b>Sharing beacons</b>	Method and apparatus for personalized marketing. The system provides personalized marketing combined with the satisfaction of gamified applications and playing games, which provides a unique offer presentation entertainment solution with the computer implemented capacity to personalize offers. The system includes a learning module that collects data and behavioral information from each user and customizes advertising, offers, and even application utility/play for the user. Over time, the system provides interaction with the user that provides consumer opportunities that are more likely to be accepted by the user.	Issued	8990556
<b>Beacon protocol advertising bi-directional</b>	Describes how to crowd source the update of firmware for infrequently connectable devices	Issued	9107152

Exhibit B

130962202

**TRADEMARK  
REEL: 006089 FRAME: 0633**

<b>communication availability window</b>			
<b>Associating code instances without user input</b>	Describes how to identify that two applications are on the same device or are likely associated ex. tablet and phone owned by the same person	Filed	20170034259

Exhibit B

**EXHIBIT C**  
**TRADEMARKS**

**PAEDAE TRADEMARK(S)**

<b>Trademark</b>	<b>Status</b>	<b>Application / Registration Number</b>
Attract Engage Monetize	Issued	85758144
With Prizes	Issued	85657295
A	Issued	87184703
Aspen	Issued	87184630
The Mobile Majority	Issued	86287707

**GIMBAL TRADEMARK(S)**

<b>Trademark</b>	<b>Status</b>	<b>Application / Registration Number</b>
FYX	Issued	85757129
PAY	Issued	85740264
GIMBAL	Issued	85641491
ECOPAY	Issued	77573906

Exhibit C

130962202

**RECORDED: 06/22/2017**

**TRADEMARK**  
**REEL: 006089 FRAME: 0635**