

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZETA INTERACTIVE CORP.		07/29/2016	Corporation: DELAWARE
ZETA INTERACTIVE, LLC		07/29/2016	Limited Liability Company: DELAWARE
SPIREVISION HOLDINGS, INC.		07/29/2016	Corporation: DELAWARE
ORIGIN INTERACTIVE GROUP, LLC		07/29/2016	Limited Liability Company: DELAWARE
LEVELOCITY, LLC		07/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4793539	DISCOVERMYCOLLEGE.COM
Registration Number:	3652853	DEGREES.INFO
Registration Number:	3279052	EMAILSEARCHADS
Registration Number:	4050833	GIMIDEALS
Registration Number:	4419871	HIREDIN
Registration Number:	3281665	MEDIAACTIVATE
Registration Number:	3745681	SPIRE VISION
Registration Number:	3711927	ZETA
Registration Number:	4601443	ZETA ACTIONS
Registration Number:	4601441	ZETA ENTERPRISE
Registration Number:	4601442	ZETAXCHANGE
Registration Number:	4728899	ZETA HUB

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2274981	KLONDIKE
Registration Number:	3038613	E-DIALOG
Registration Number:	3852047	M3 MOBILE
Registration Number:	4244424	CORETXT
Registration Number:	3768140	CLICK2
Registration Number:	3768141	CLICKSQUARED
Registration Number:	3626818	CLIQUNITY
Registration Number:	3700336	CLICK2
Registration Number:	3700337	CLICKSQUARED
Registration Number:	4486485	CROSS-CHANNEL MARKETING HUB
Registration Number:	3479605	LEADPOWER
Serial Number:	87017730	SCAAS

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-16050
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/24/2017

Total Attachments: 18
source=IP Security Agreement#page1.tif
source=IP Security Agreement#page2.tif
source=IP Security Agreement#page3.tif
source=IP Security Agreement#page4.tif
source=IP Security Agreement#page5.tif
source=IP Security Agreement#page6.tif
source=IP Security Agreement#page7.tif
source=IP Security Agreement#page8.tif
source=IP Security Agreement#page9.tif
source=IP Security Agreement#page10.tif
source=IP Security Agreement#page11.tif
source=IP Security Agreement#page12.tif
source=IP Security Agreement#page13.tif
source=IP Security Agreement#page14.tif

source=IP Security Agreement#page15.tif

source=IP Security Agreement#page16.tif

source=IP Security Agreement#page17.tif

source=IP Security Agreement#page18.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of July 29, 2016, is made by Zeta Interactive Corp., a Delaware corporation (the "Company"), Zeta Interactive, LLC, a Delaware limited liability company ("Zeta Interactive"), ZetaXchange, LLC, a Delaware limited liability company ("ZetaXchange"), SpireVision Holdings, Inc., a Delaware corporation ("SpireVision Holdings"), Spire Vision, LLC, a Delaware limited liability company ("Spire Vision"), Origin Interactive Group, LLC, a Delaware limited liability company ("Origin"), Levelocity, LLC, a Delaware limited liability company ("Levelocity") and the other Persons listed on the signature pages and party hereto as a "grantor" (all collectively, together with each other Person joined hereto from time to time, collectively, the, collectively, "Grantors" and each a "Grantor"), each with an address at 185 Madison Ave., New York, NY 10016, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, NY 10173, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

WITNESETH:

WHEREAS, pursuant to that certain Revolving Credit, Guaranty and Security Agreement dated as of July 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, certain other Persons party thereto as Credit Parties from time to time, the various financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Revolving Commitments have terminated and the Obligations and all other amounts owing to Agent or any Lender hereunder (other than contingent indemnification obligations) are paid in full in cash.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein (provided that such rights and remedies are subject, at all times and in all cases, to the provisions of the Intercreditor Agreement). In the event of any conflict between this Agreement and the Credit Agreement, the Credit Agreements shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that if Grantor acquires any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement previously delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery following acquisition of such new US Registered Intellectual Property of a Compliance Certificate under Section 6.2(b) of the Credit Agreement in connection with the delivery of financial statements referred to in Section 6.1(a) or 6.1(b) of the Credit Agreement, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part

of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement in accordance with and pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may (subject at all times and in all cases to the provisions of the Intercreditor Agreement) exercise, for its own benefit and for the ratable benefit of each other Secured Party, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may reasonably deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue of the terms hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable. Agent’s rights and remedies under this

Section 8 shall at all times and in all cases be subject to the provisions of and the rights and remedies of the Term Debt Creditors under the Intercreditor Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement {agreements regarding, consents to and waivers regarding jurisdiction and venue}, Section 16.6 of the Credit Agreement {notices}, and Article XII of the Credit Agreement {certain waivers including waivers of the rights of jury trial} are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

ZETA INTERACTIVE CORP.,
a Delaware corporation

By: 

Name: Steven Vine

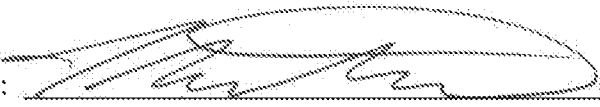
Title: Executive Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006111 FRAME: 0781

GRANTORS:

CARIDAN MARKETING LABS, INC., a Delaware corporation
CLICKSQUARED, INC., a Delaware corporation
CT HOLDING CORPORATION, a Delaware corporation
ORION CONSENT MANAGEMENT, LLC, a Delaware limited liability company
QUOTIENT MARKETING SERVICES, LLC, a Delaware limited liability company
SILVER MEDIA NETWORK, LLC, a Delaware limited liability company
SPIRE VISION HOLDINGS, INC., a Delaware corporation
SPIRE VISION, LLC, a Delaware limited liability company
TITANIUM MEDIA, LLC, a Delaware limited liability company
ZETA INTERACTIVE, LLC, a Delaware limited liability company
ZETA INTERACTIVE GLOBAL EDUCATION CORP., a Delaware corporation
ZETAXCHANGE, LLC, a Delaware limited liability company
ZETA INTERACTIVE HOLDINGS CORP., a Delaware corporation

By: 

Name: Steven Vine

Title: Secretary

GRANTORS:

935 KOP ASSOCIATES, LLC, a Pennsylvania limited liability company
AMARANTH TECHNOLOGY LLC, a Delaware limited liability company
BRINK MARKETING SERVICES, LLC, a Delaware limited liability company
BRITEMOON, LLC, a Delaware limited liability company
CANARY GROUP INC., a Delaware corporation
CAVALRY ENTERTAINMENT, LLC, a Delaware limited liability company
CERES PUBLISHING NETWORKS, LLC, a Delaware limited liability company
CLICK TACTICS, LLC, a Delaware limited liability company
DEGREES MEDIA, LLC, a Delaware limited liability company
BMC MEDIA GROUP, LLC, a Delaware limited liability company
EANIX NETWORKS, LLC, a Delaware limited liability company
EDIALOG SERVICES, INC., a Delaware corporation
EDUCATION LINK, LLC, a Delaware limited liability company
EDUCATION PUBLISHERS HOLDINGS, LLC, a Delaware limited liability company
ELA MARKETING, LLC, a Delaware limited liability company
EMPIRICAL NETWORKS, LLC, a Delaware limited liability company
EXCELSIOR NETWORKS, LLC, a Delaware limited liability company
EXPERT MARKETING, LLC, a Delaware limited liability company
GALVANIZER TECHNOLOGIES, LLC, a Delaware limited liability company
GRASSLAND MEDIA GROUP, LLC, a Delaware limited liability company
HILL VALLEY TECHNOLOGY, LLC, a Delaware limited liability company
ICONIC MEDIA GROUP, LLC, a Delaware limited liability company
INTRASIGHT, LLC, a Delaware limited liability company
JUBILEE MARKETING SERVICES, LLC, a Delaware limited liability company
LATTICE HOLDINGS, LLC, a Delaware limited liability company
LEVELOCITY, LLC, a Delaware limited liability company
MARKETING SOLTECH INC., a Delaware corporation
MONTANE HOLDINGS, LLC, a Delaware limited liability company
MORNINGSIDE MARKETING SERVICES, LLC, a Delaware limited liability company
ORCHID INTERNATIONAL, LLC, a Delaware limited liability company
ORIGIN INTERACTIVE GROUP, LLC, a Delaware limited liability company
PORTUGAL TECHNOLOGY SERVICES, LLC, a Delaware limited liability company
PROADVERTISERS, LLC, a Delaware limited liability company
PROTOCOL HOLDINGS, LLC, a Delaware limited liability company
PTS HOLDINGS, LLC, a Delaware limited liability company
PYLON DYNAMICS CORP., a Delaware corporation
QUANTIX MEDIA, LLC, a Delaware limited liability company

By: _____

Name: Steven Vine

Title: President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006111 FRAME: 0783

GRANTORS:

SONOMA MEDIA, LLC, a Delaware limited liability company
SYCAMORE SOLUTIONS, LLC, a Delaware limited liability company
SYNERGETIC NETWORKS, LLC, a Delaware limited liability company
USA EDUCATION, LLC, a Delaware limited liability company
VELOCIFY TECHNOLOGY, LLC, a Delaware limited liability company
VERIAMAIL, LLC, a Delaware limited liability company
VERIM HOLDINGS, LLC, a Delaware limited liability company
ZETA CRM, INC., a Delaware corporation
ZRM ACQUISITION CORP., a Delaware corporation

By: 

Name: Steven Vine

Title: President


[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006111 FRAME: 0784

Acknowledgment of Grantor

STATE OF New York
) ss
COUNTY OF New York


On this 28th day of July, 2016 before me personally appeared Steven Vine, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of the foregoing named Grantors, who being by me duly sworn did depose and say that he is an authorized officer of each of said corporations and each of said limited liability companies, that the said instrument was signed on behalf of said corporations and each of said limited liability companies as authorized by its Board of Directors or similar governing authority and that he acknowledged said instrument to be the free act and deed of said corporations and each of said limited liability companies.


Notary Public

EMILY FAGIOLA
Notary Public, State of New York
Registration #02FA6308394
Qualified in Queens County
Commission Expires June 23, 2018

ACCEPTED AND AGREED
as of the date first above-written:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Sara V. Traber
Title: Senior Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006111 FRAME: 0786

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' US patents and patent applications:

<u>Owner</u>	<u>Patent No.</u>	<u>Patent Name</u>
Zeta Interactive Corp.	8,296,176	Matching Visitors as Leads to Lead Buyers
Zeta Interactive Corp.	7,966,564	Web Page Server Process Using Visitor Context and Page Features to Select Optimized Web Pages for Display
935 KOP Associates, LLC	9,351,134	Messaging Services Application Programming Interface

<u>Owner</u>	<u>Serial No.</u>	<u>Application Name</u>
Zeta Interactive Corp.	62/294,709	Management of an Advertising Exchange Using Email Data
Zeta Interactive Corp.	14/272,002	Matching Visitors as Leads to Lead Buyers
935 KOP Associates, LLC	PCT/US14/54348	Messaging Services Application Programming Interface
935 KOP Associates, LLC	15/162,308	Messaging Services Application Programming Interface
Zeta Interactive Corp.	62/294,689	Predictive Modeling of Attribution
Zeta Interactive Corp.	PCT/US16.31030	Predictive Modeling and Analytics Integration Platform
Zeta Interactive Corp.	62/157/342	Predictive Modeling and Analytics Integration Platform
Zeta Interactive Corp.	15/157,342	Predictive Modeling and Analytics Integration Platform
935 KOP Associates LLC	14/166,661	Systems and Methods for Retargeting Text Message Alerts

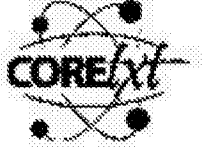


Error! No property name supplied.
074658.16050/103156310v.2

TRADEMARK
REEL: 006111 FRAME: 0787

935 KOP Associates LLC	14/166,698	Systems and Methods for Text Message Alerts and Referrals
Zeta Interactive Corp.	62/336,514	Adaptive Lead Generation for Marketing
935 KOP Associates LLC	61/832,660	Text Messaging
935 KOP Associates	61/874,864	Short Message System Application Programming Interface

2. Grantors' US trademarks:

<u>Owner</u>	<u>Mark Name</u>	<u>Registration No.</u>
DMC Media Group, LLC	DISCOVERMYCOLLEGE.COM	4793539
Zeta Interactive Corp.	DEGREES.INFO	3652853
Spire Vision, LLC	EMAILSEARCHADS	3279052
Zeta Interactive, LLC	GIMIDEALS	4050833
Zeta Interactive Corp.	HIREDIN	4419871
Mediactivate, LLC	MEDIAACTIVATE	3281665
Spire Vision, LLC	SPIRE VISION	3745681
Zeta Interactive, LLC	ZETA	3711927
Zeta Interactive, LLC	ZETA ACTIONS	4601443
Zeta Interactive, LLC	ZETA ENTERPRISE	4601441
Zeta Interactive, LLC	ZETAXCHANGE	4601442
Zeta Interactive, LLC	ZETA HUB	4728899
935 KOP Associates, LLC	KLONDIKE	2274981
935 KOP Associates, LLC	E-DIALOG	3038613
935 KOP Associates, LLC	M3 MOBILE	3852047

935 KOP Associates, LLC		4244424
CLICKSQUARED, INC.		3768140
CLICKSQUARED, INC.	CLICKSQUARED	3768141
CLICKSQUARED, INC.	CLIQUNITY	3626818
CLICKSQUARED, INC.		3700336
CLICKSQUARED, INC.	CLICKSQUARED	3700337
CLICKSQUARED, INC.	CROSS-CHANNEL MARKETING HUB	4486485
USA EDUCATION, LLC	LEADPOWER	3479605

<u>Owner</u>	<u>Application</u>	<u>Application No.</u>
Zeta Interactive Corp.	SCAAS	87017730

3. Grantors' US copyrights:

<u>Copyright</u>	<u>Owner</u>	<u>Status in Copyright Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by Zeta Interactive Corp., a Delaware corporation (the "Company"), Zeta Interactive, LLC, a Delaware limited liability company ("Zeta Interactive"), ZetaXchange, LLC, a Delaware limited liability company ("ZetaXchange"), SpireVision Holdings, Inc., a Delaware corporation ("SpireVision Holdings"), Spire Vision, LLC, a Delaware limited liability company ("Spire Vision"), Origin Interactive Group, LLC, a Delaware limited liability company ("Origin"), Levelocity, LLC, a Delaware limited liability company ("Levelocity") and the other Persons listed on the signature pages and party hereto as a "grantor" (all collectively, together with each other Person joined hereto from time to time, collectively, the, collectively, "Grantors" and each a "Grantor"), each with an address at 185 Madison Ave., New York, NY 10016, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, NY 10173, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of July 29, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that if any Grantor acquires any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby

Error! No property name supplied.

074658.16050/103156310v.2

**TRADEMARK
REEL: 006111 FRAME: 0790**

acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

[[_____]]

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

Error! No property name supplied.
074658.16050/103156310v.2

RECORDED: 07/24/2017

**TRADEMARK
REEL: 006111 FRAME: 0793**