

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Say Media, Inc.		09/06/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86396060	TEMPEST	
<b>Serial Number:</b>	86400671	SAY DAILY	
<b>Serial Number:</b>	86400572	SAY DAILY	
<b>Serial Number:</b>	86199647	READWRITE	
<b>Serial Number:</b>	85822825	CATSTER	
<b>Serial Number:</b>	85822814	CATSTER	
<b>Serial Number:</b>	85794510	XOVAIN	
<b>Serial Number:</b>	85322342	XOJANE	
<b>Serial Number:</b>	85478370	5 QUICK FIXES	
<b>Serial Number:</b>	85478060	HIGH/LOW DESIGN	
<b>Serial Number:</b>	85477994	DESIGN SLEUTH	
<b>Serial Number:</b>	85477971	10 EASY PIECES	
<b>Serial Number:</b>	85477942	STEAL THIS LOOK	
<b>Serial Number:</b>	85109878	SAY MEDIA	
<b>Serial Number:</b>	85109874	SAY MEDIA	
<b>Serial Number:</b>	85109869	SAY MEDIA	
<b>Serial Number:</b>	85763468	SAY"	
<b>Serial Number:</b>	85763462	SAY"	
<b>Serial Number:</b>	85763452	SAY"	

OP \$665.00 86396060

Property Type	Number	Word Mark
Serial Number:	85762750	SAY
Serial Number:	85762739	SAY
Serial Number:	85762736	SAY
Serial Number:	85109872	SAY MEDIA
Serial Number:	85099710	ADFRAMES SPARK
Serial Number:	77386487	ADFRAMES
Serial Number:	85147263	SAY:

**CORRESPONDENCE DATA**

**Fax Number:** 7033826486

*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:** 7033826485

**Email:** DHall@VLPLawGroup.com

**Correspondent Name:** Davis Hall

**Address Line 1:** 1301 N Courthouse Road, Unit 502

**Address Line 4:** Arlington, VIRGINIA 22201

<b>NAME OF SUBMITTER:</b>	Davis Hall
<b>SIGNATURE:</b>	/DavisHall/
<b>DATE SIGNED:</b>	09/08/2017

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 6, 2017 by and between SILICON VALLEY BANK (“Bank”) and SAY MEDIA, INC. (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 6, 2017 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

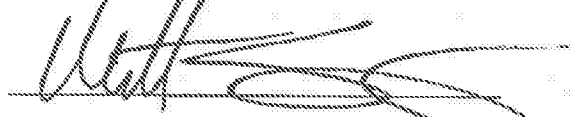
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SAY MEDIA, INC.



By: Matt Sanchez

Title: CEO

BANK:

SILICON VALLEY BANK



By: Megan DeGennaro

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Remodelista	TX0007832351	12/06/2013
Remodelista & 1 other title.	V9918D818	01/12/2015
AdFrames Initiation and Takeover Animation	PA0001675069	02/20/2008
Shelly.	VA0001640107	04/03/2008
Shelly. VA 1-640-107	V3579D388	07/10/2009

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and Methods for Managing and Publishing Managed Content	20170171312	06/15/2017
	15444221	02/27/2017
Systems and Methods for Managing and Publishing Managed Content	9584629	02/28/2017
	20160344847	11/24/2016
Systems And Methods For Displaying Content With Discrete Content Zones	15145685	05/03/2016
	20140258847	09/11/2014
System and Methods for Displaying Content with Inline Advertising Zones	13793714	03/11/2013
	20140258834	09/11/2014
Systems and Methods for Managing and Publishing Managed Content	13793751	03/11/2013
	20140258373	09/11/2014
Systems and Methods for Categorizing and Measuring Engagement with Content	13793738	03/11/2013
	20140258372	09/11/2014
Non-Expanding Interactive Advertisement	13792855	03/11/2013
	20140244407	08/28/2014
Interaction Prompt For Interactive Advertising	14255199	04/17/2014
	20140136347	05/15/2014
Fixed Position Interactive Advertising	14156932	01/16/2014
	20130117129	05/09/2013
Interaction Prompt For Interactive Advertising	13723896	12/21/2012
	8676651	03/18/2014
Non-Expanding Interactive Advertisement	20130073402	03/21/2013
	13678156	11/15/2012
Fixed Position Multi-State Interactive Advertisement	8732019	05/20/2014
	20110231265	09/22/2011
System and Method for Interaction Prompt Initiated Video Advertising	13117994	05/27/2011
	20110125594	05/26/2011
	13013565	01/25/2011
	20130291012	10/31/2013
	13923595	06/21/2013



Systems and Methods for Interaction Prompt Initiated Video Advertising	8494907	07/23/2013
	20080021775	01/24/2008
	11781830	07/23/2007
Interactive Advertising	8401903	03/19/2013
	20090006214	01/01/2009
	12209126	09/11/2008
Full Page Video Advertisement	8386317	02/26/2013
	20100023398	01/28/2010
	12572109	10/01/2009
Dynamic Configuration of an Advertisement	8306859	11/06/2012
	20090006213	01/01/2009
	12209107	09/11/2008
Engagement-Based Compensation for Interactive Advertisement	8190474	05/29/2012
	20090012867	01/08/2009
	12209062	09/11/2008
Browser Based Multi-Clip Video Editing	8156176	04/10/2012
	20070189708	08/16/2007
	11620779	01/08/2007
Browser Based Video Editing	7809802	10/05/2010
	20070183741	08/09/2007
	11620783	01/08/2007
Video Editing with Timeline Representations	7769819	08/03/2010
	20070174774	07/26/2007
	11620785	01/08/2007
Fixed Position Interactive Advertising	20100198697	08/05/2010
	12756934	04/08/2010
Interaction Prompt for Interactive Advertising	20090018920	01/15/2009
	12209138	09/11/2008
Browser enabled video device control	20060271977	11/30/2006
	11408790	04/20/2006
Browser enabled video manipulation	20060259588	11/16/2006
	11409502	04/20/2006
Browser enabled video manipulation	20060259589	11/16/2006
	11409507	04/20/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEMPEST	5215950	06/06/2017
	86396060	09/14/2014
SAY DAILY	4825304	10/06/2015
	86400671	09/14/2014
SAY DAILY	4825303	10/06/2015
	86400572	09/19/2014
READWRITE	4605498	09/16/2014
	86199647	02/20/2014
CATSTER	4354133	06/18/2013
	85822825	01/14/2013
CATSTER	4354132	06/18/2013
	85822814	01/14/2013
XOVAIN	4506981	04/01/2014
	85794510	12/04/2012
XOJANE	4074198	12/20/2011
	85322342	05/16/2011
5 QUICK FIXES	4247629	11/20/2012
	85478370	11/21/2011
HIGH/LOW DESIGN	4235487	10/30/2012
	85478060	11/21/2011
DESIGN SLEUTH	4175338	07/17/2012
	85477994	11/21/2011
10 EASY PIECES	4178662	07/24/2012
	85477971	11/21/2011
STEAL THIS LOOK	4175334	07/17/2012
	85477942	11/21/2011
SAY MEDIA	4682318	02/03/2015
	85109878	08/17/2010
SAY MEDIA	4682317	02/03/2015
	85109874	08/17/2010

SAY MEDIA	4556174	06/24/2014
	85109869	08/17/2010
SAY”	4353835	06/18/2013
	85763468	10/25/2012
SAY”	4353834	06/18/2013
	85763462	10/25/2012
SAY”	4357793	06/25/2013
	85763452	10/25/2012
SAY	4357775	06/25/2013
	85762750	10/24/2012
SAY	4357774	06/25/2013
	85762739	10/24/2012
SAY	4357773	06/25/2013
	85762736	10/24/2012
SAY MEDIA	4074917	12/20/2011
	85109872	08/17/2010
ADFRAMES SPARK	4339096	05/21/2013
	85099710	08/04/2010
ADFRAMES	3652081	07/07/2009
	77386487	02/01/2008
SAY:	4061340	11/22/2011
	85147263	10/07/2010

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		