

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4INFO, Inc.		06/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Super G Capital, LLC		
Street Address:	23 Corporate Plaza, Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4906024	BULLSEYE ID	
Registration Number:	4550579	ADHAVEN BULLSEYE	
Registration Number:	4428534	4INFO	
Registration Number:	4084594	ADHAVEN	
Registration Number:	3213390	44636	
Registration Number:	3213389	4INFO	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<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:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Joel Berman		
Address Line 1:	Jeffer Mangels Butler & Mitchell LLP		
Address Line 2:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	74667-0049		
NAME OF SUBMITTER:	Joel J. Berman		
SIGNATURE:	/joel j berman/		
DATE SIGNED:	09/11/2017		

CH \$165.00 4906024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of June 5, 2017, between 4INFO, Inc., a Delaware corporation (“**Grantor**”), and SUPER G CAPITAL, LLC, a Delaware limited liability company (“**Secured Party**”), with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to that certain Business Loan and Security Agreement of even date herewith (as it has been or may be renewed, extended, amended, supplemented, restated or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Secured Party has provided certain credit facilities to Grantor. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. In order to induce Secured Party to provide such financing to Grantor, in addition to the other Loan Documents, Grantor is willing to enter into this Agreement with Secured Party to secure the Obligations.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the “**Collateral**”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 which 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) Any and all claims for damages by way of past, present and future infringement 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) [Reserved];

(c) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business, as set forth in this Agreement, Permitted Encumbrances and as otherwise may be permitted under the Loan Agreement;

(e) To its knowledge, except as set forth on Exhibit B, each of the Patents is valid and enforceable, and no part of the Collateral material to Grantor's business has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral material to Grantor's business violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, if any, and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, except as set forth on Exhibit B, (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registrable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(i) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than ten (10) days' prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

(j) Secured Party may, at reasonable times during Grantor's normal business hours, following reasonable prior written notice, audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than once per year, unless an Event of Default has occurred and is continuing;

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected second priority security interest in the Collateral in the United States securing the payment and performance of the Obligations;

(l) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall use commercially reasonable efforts to avoid the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take that are necessary to protect Secured Party's security interest or the Collateral, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured

Party for all reasonable documented out-of-pocket costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

4. Reserved.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an "**Event of Default**" under this Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty, covenant or agreement made by Grantor in this Agreement, which breach is not cured within thirty (30) days.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party which is reasonably convenient for both Secured Party and Grantor. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any reasonable documented out-of-pocket expenses (including reasonable documented out-of-pocket attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder,

including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents (each, an "Indemnified Party") against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or reasonable documented out-of-pocket expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of any Indemnified Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


13. Governing Law; Venue; Consent to Jurisdiction; Judicial Reference. Sections 11 and 12 of the Loan Agreement are incorporated herein, with the names of the parties to this Agreement and the applicable documents being used instead of those in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

4INFO, Inc., a Delaware corporation

By: 
Name: ED KOENIG
Title: SVP - FINANCE

SECURED PARTY:

SUPER G CAPITAL, LLC,
a Delaware limited liability company

By: _____
Name: Marc Cole
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

4INFO, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

SUPER G CAPITAL, LLC,
a Delaware limited liability company

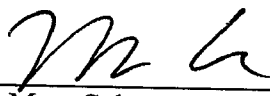
By:  _____
Name: Marc Cole
Title: Chief Financial Officer

EXHIBIT A
Copyrights

None.

EXHIBIT B

Patents

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
Systems and methods for statistically associating mobile devices to households	8,996,033	03/31/15
Systems and methods for statistically associating mobile devices to households	8,880,097	11/04/14
Intelligent mobile search client	11/458672	7/19/06
Prioritization of search responses system and method	11/345628	1/31/06
Short query-based system and method for content searching	11/345610	1/31/06
Automated transfer of data from PC clients	11/345627	1/31/06
Systems and methods for statistically associating mobile devices to households	8,792,909	7/29/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
BULLSEYE ID	4906024	February 23, 2016
ADHAVEN BULLSEYE	4550579	June 17, 2014
4INFO	4428534	November 5, 2013
mHaven	85055010*	June 4, 2010
adHaven	4084594	January 10, 2012
msgHaven	85054122*	June 3, 2010
BE IN THE KNOW, WHILE ON THE GO	3215875*	March 6, 2007
44636	3213390	February 27, 2007
4INFO	3213389	February 27, 2007
ANSWERS NOT LINKS	3534711*	November 18, 2008

* Indicates dead, abandoned, or cancelled trademarks