

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tealium Inc.		08/22/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87533928	TEALIUM THINK	
Serial Number:	87533950		
CORRESPONDENCE DATA			
Fax Number:	7033826486		
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	10/05/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of August 22, 2016, by and between SILICON VALLEY BANK ("Bank") and TEALIUM 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of July 1, 2016, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may further 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:


TEALIUM INC.


By: DOUG LINDROTH

Title: CFO

BANK:

SILICON VALLEY BANK


By: KATIE SOBEL

Title: DIRECTOR

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DELIVERY OF INSTRUCTIONS IN HOST APPLICATIONS	9,363,311 14/959,626	06/07/2016 12/04/2015
SYSTEM AND METHOD FOR CONSTRUCTING CONTENT SITE VISITOR PROFILES	9,357,023 14/456,289	05/31/2016 08/11/2014
SYSTEM AND METHOD FOR CONSTRUCTING CONTENT SITE VISITOR PROFILES	9,313,287 14/945,359	04/12/2016 11/18/2015
ACTIVATION OF DORMANT FEATURES IN NATIVE APPLICATIONS	9,116,608 14/492,583	08/25/2015 09/22/2014
SYSTEM FOR PREFETCHING DIGITAL TAGS	9,081,789 14/525,031	07/14/2015 10/27/2014
UNIVERSAL VISITOR IDENTIFICATION SYSTEM	8,990,298 14/532,771	03/24/2015 11/04/2014
COMBINED SYNCHRONOUS AND ASYNCHRONOUS TAG DEPLOYMENT	8,904,278 14/151,700	12/02/2014 01/09/2014
ACTIVATION OF DORMANT FEATURES IN NATIVE APPLICATIONS	8,843,827 14/159,062	09/23/2014 01/20/2014
SYSTEM AND METHOD FOR COMBINING CONTENT SITE VISITOR PROFILES	8,805,946 14/216,801	08/12/2014 03/17/2014
SYSTEMS AND METHODS FOR MEASURING ONLINE PUBLIC RELATION AND SOCIAL MEDIA METRICS USING LINK SCANNING TECHNOLOGY	20090287713 12/122,617	11/19/2009 05/16/2008
CONTENT SITE VISITOR PROCESSING SYSTEM	20150066587 14/149,717	03/05/2015 01/07/2014
DELIVERY OF INSTRUCTIONS IN HOST APPLICATIONS	9,635,100 20170006086 15/174,497	04/25/2017 01/05/2017 06/06/2016

SYSTEM AND METHOD FOR SEPARATING CONTENT SITE VISITOR PROFILES	9,537,964 20160269497 15/067,089	01/03/2017 09/15/2016 03/10/2016
SYSTEM FOR PREFETCHING DIGITAL TAGS	9,479,609 20160044128 14/795,776	10/25/2016 02/11/2016 07/09/2015
SYSTEM FOR PREFETCHING DIGITAL TAGS	20170041426 15/332,992	02/09/2017 10/24/2016
COMBINED SYNCHRONOUS AND ASYNCHRONOUS TAG DEPLOYMENT	8,904,278 20150212992 14/556,545	12/02/2014 07/30/2015 12/01/2014
UNIVERSAL VISITOR IDENTIFICATION SYSTEM	9,690,868 20150169784 14/629,989	06/27/2017 06/18/2015 02/24/2015
SYSTEM AND METHOD FOR CONSTRUCTING CONTENT SITE VISITOR PROFILES	9,769,252 20160381122 15/166,111	09/19/2017 12/29/2016 05/26/2016
DISTRIBUTED TAG MANAGEMENT IN DATA NETWORKS	15/612,159	06/02/2016
DEPLOYABLE TAG MANAGEMENT TEMPLATES IN DATA NETWORKS	15/585,037	05/02/2016
SHARED CONTENT DELIVERY STREAMS IN DATA NETWORKS	62/422,354	11/15/2016
CONFIGURATION OF CONTENT SITE USER INTERACTION MONITORING IN DATA NETWORKS	62/515,985	06/06/2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEALIUM	85812123 4380058	12/28/2012 08/06/2013
TEALIUM	85812119 4380057	12/28/2012 08/06/2013
AUDIENCESTREAM	86025758 45577457	08/01/2013 06/24/2014
AUDIENCESTREAM	86025755 4557456	08/01/2013 06/24/2014
TEALIUM THINK	87533928	07/19/2017
	87533950	07/19/2017



EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE