

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Say Media, Inc.		09/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Say What LLC		
Street Address:	665 3RD ST STE 150		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5215950	TEMPEST	
Registration Number:	4353835	SAY"	
Registration Number:	4353834	SAY"	
Registration Number:	4357793	SAY"	
Registration Number:	4357775	SAY	
Registration Number:	4357774	SAY	
Registration Number:	4357773	SAY	
Registration Number:	4061340	SAY:	
CORRESPONDENCE DATA			
Fax Number:	8013550160		
<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>			
Email:	trademarks@patentlawworks.net		
Correspondent Name:	Hoang-chi Troung		
Address Line 1:	201 South Main Street, SUite 250		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Hoang-chi Truong		
SIGNATURE:	/hoangchitruong/		
DATE SIGNED:	10/12/2017		

OP \$215.00 5215950

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 28, 2017 by and between SAY WHAT LLC (“Lender”) and SAY MEDIA, INC. (“Grantor”).

RECITALS

- A. Lender 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 Lender and Grantor dated February 15, 2017 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not otherwise defined herein are used as defined in the Loan Agreement).
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, including, but not limited to, Grantor’s Intellectual Property.
- C. Lender’s security interest in the Intellectual Property hereunder and in the Loan Agreement is subordinated to the security interest of Silicon Valley Bank pursuant to that certain Subordination Agreement, dated September 6, 2017, by and between Lender and Silicon Valley Bank (the “Subordination Agreement”).
- D. Grantor and Lender desire to enter into this agreement to enable the perfection of the security interest in Grantor’s Intellectual Property granted to Lender under the Loan Agreement.
- E. 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. Confirmation of Security Interest. To secure its obligations under and in accordance with the Loan Agreement, Grantor hereby confirms the grant and pledge to Lender, subject to the Subordination Agreement, of 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 Lender.

Grantor hereby authorizes Lender 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 Lender 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.

Matt Sanchez _____

By: Matt Sanchez

Title: CEO

LENDER:

SAY WHAT LLC

Michael Levit _____

By: Michael Levit

Title: CEO

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Remodelista	TX0007832351	12/06/2013
Remodelista & 1 other title	V9918D818	01/12/2015
AdFrames Initiation and Takeover Animation	PA0001675069	02/20/2008

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 15444221	06/15/2017 02/27/2017
Systems and Methods for Managing and Publishing Managed Content	9584629 20160344847 15145685	02/28/2017 11/24/2016 05/03/2016
SYSTEMS AND METHODS FOR DISPLAYING CONTENT WITH DISCRETE CONTENT ZONES	20140258847 13793714	09/11/2014 03/11/2013
Systems and Methods for Displaying Content with Inline Advertising Zones	20140258834 13793751	09/11/2014 03/11/2013
Systems and Methods for Managing and Publishing Managed Content	20140258373 13793738	09/11/2014 03/11/2013
Systems and Methods for Categorizing and Measuring Engagement with Content	20140258372 13792855	09/11/2014 03/11/2013
NON-EXPANDING INTERACTIVE ADVERTISEMENT	20140244407 14255199	08/28/2014 04/17/2014
INTERACTION PROMPT FOR INTERACTIVE ADVERTISING	20140136347 14156932	05/15/2014 01/16/2014
FIXED POSITION INTERACTIVE ADVERTISING	20130117129 13723896	05/09/2013 12/21/2012
Interaction Prompt for Interactive Advertising	8676651 20130073402 13678156	03/18/2014 03/21/2013 11/15/2012
Non-Expanding Interactive Advertisement	8732019 20110231265 13117994	05/20/2014 09/22/2011 05/27/2011
Fixed Position Multi-State Interactive Advertisement	20110125594 13013565	05/26/2011 01/25/2011
Systems and Methods for Interaction Prompt Initiated Video Advertising	20130291012 13923595	10/31/2013 06/21/2013
Systems and Methods for Interaction Prompt Initiated Video Advertising	8494907 11781830	07/23/2013 07/23/2007
Interactive Advertising	8401903 12209126	03/19/2013 09/11/2008
Full Page Video Advertisement	8386317 12572109	02/26/2013 10/01/2009

Dynamic Configuration of an Advertisement	8306859 12209107	11/06/2012 09/11/2008
Engagement-Based Compensation for Interactive Advertisement	8190474 12209062	05/29/2012 09/11/2008
Browser-Based Multi-Clip Video Editing	8156176 11620779	04/10/2012 01/08/2007
Browser-Based Video Editing	11620783	01/08/2007
Video Editing with Timeline Representations	11620785	01/08/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEMPEST	5215950 86396060	06/06/2017 09/14/2014
SAY DAILY	4825304 86400671	10/06/2015 09/14/2014
SAY DAILY	4825303 86400572	10/06/2015 09/19/2014
READWRITE	4605498 86199647	09/16/2014 02/20/2014
CATSTER	4354133 85822825	06/18/2013 01/14/2013
CATSTER	4354132 85822814	06/18/2013 01/14/2013
XOVAIN	4506981 85794510	04/01/2014 12/04/2012
XOJANE	4074198 85322342	12/20/2011 05/16/2011
5 QUICK FIXES	4247629 85478370	11/20/2012 11/21/2011
HIGH/LOW DESIGN	4235487 85478060	10/30/2012 11/21/2011
DESIGN SLEUTH	4175338 85477994	07/17/2012 11/21/2011
10 EASY PIECES	4178662 85477971	07/24/2012 11/21/2011
STEAL THIS LOOK	4175334 85477942	07/17/2012 11/21/2011
SAY MEDIA	4682318 85109878	02/03/2015 08/17/2010
SAY MEDIA	4682317 85109874	02/03/2015 08/17/2010
SAY MEDIA	4556174 85109869	06/24/2014 08/17/2010
SAY™	4353835 85763468	06/18/2013 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	10/24/2014
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
TEMPEST	5215950	06/06/2017
	86396060	09/16/2014

EXHIBIT D

Mask Works

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