

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM448829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPREDFAST, INC.		08/25/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87228380	SMART SOCIAL	
Serial Number:	87228364	SPREDFAST	
Serial Number:	87228356	SPREDFAST	
Serial Number:	87228330	SPREDFAST	
Serial Number:	87228374	SPRED	
Serial Number:	87228358	SPREDFAST	
Serial Number:	87228367	SPREDFAST	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1484 Spredfast		

CH \$190.00 87228380

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	10/27/2017
Total Attachments: 7 source=SPREDFAST - A&R IPSA (updated Oct 2017)#page1.tif source=SPREDFAST - A&R IPSA (updated Oct 2017)#page2.tif source=SPREDFAST - A&R IPSA (updated Oct 2017)#page3.tif source=SPREDFAST - A&R IPSA (updated Oct 2017)#page4.tif source=SPREDFAST - A&R IPSA (updated Oct 2017)#page5.tif source=SPREDFAST - A&R IPSA (updated Oct 2017)#page6.tif source=SPREDFAST - A&R IPSA (updated Oct 2017)#page7.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement ("Restated IPSA") is entered into as of August 25, 2014 by and between COMERICA BANK ("Bank") and SPREDFAST, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantor and Bank are parties to that certain Loan and Security Agreement dated as of April 4, 2012 (as may from time to time be amended, modified, restated, or supplemented the "Original Agreement"). Grantor and MASS RELEVANCE, INC., a Delaware corporation ("Mass Relevance", and with Grantor and Mass Relevance International, Inc., the "Borrowers") and Bank wish to amend and restate the terms of the Original Agreement pursuant to that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrowers dated of August 25, 2014 (as the same may from time to time be amended, modified, restated, or supplemented, the "Restated Loan Agreement"). Capitalized terms used herein are used as defined in the Restated Loan Agreement.

B. In connection with the Original Loan Agreement, Grantor and Bank entered into that certain Intellectual Property Security Agreement dated as of April 4, 2012 (the "Original IPSA"). In connection with the Restated Loan Agreement, Grantor and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms of this Restated IPSA. Bank is willing to enter into the Restated Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Restated Loan Agreement.

C. Pursuant to the terms of the Restated 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 Restated Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of the Borrowers' obligations under the Restated Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Restated Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Restated Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Restated Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Restated IPSA, the Restated Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in

equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

[REMAINDER OF PAGE LEFT INTENTIONALL BLANK]


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

GRANTOR:

Address of Grantor:

200 W. Cesar Chaves Street, Suite 600
Austin, TX 78701
Attn: Chief Executive Officer

SPREDFAST, INC.

By: 
Name: Rod Favaron
Title: President

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: _____
Name: _____
Title: _____

Attn: Livonia Operations Center

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

GRANTOR:

Address of Grantor:

SPREDFAST, INC.

200 W. Cesar Chavez St, Suite 600
Austin, TX 78701
Attn: Chief Executive Officer

By: _____
Name: Rod Favaron
Title: President

BANK:

Address of Bank:

COMERICA BANK

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

By: Stephen Bitter
Name: Stephen Bitter
Title: Senior Vice President

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.	None.	None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.	None.	None.

EXHIBIT C (To Spreadfast IPSA)

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
(design)	86/147,861	12/19/13
SF	4,469,199	01/21/14
SF SOCIAL MEDIA MANAGEMENT	4,469,198	01/21/14
SPREDFAST	4,469,197	01/21/14
SMART SOCIAL	87/228,380	11/07/16
SPREDFAST	87/228,364	11/07/16
SPREDFAST	87/228,356	11/07/16
SPREDFAST	87/228,330	11/07/16
SPRED	87/228,374	11/07/16
SPREDFAST	87/228,358	11/07/16
SPREDFAST	87/228,367	11/17/16