

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449376

<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>
Viju, Inc.		11/01/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coöperatieve Rabobank U.A.		
<b>Street Address:</b>	Amstelplein 8		
<b>City:</b>	1096 BC Amsterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Entity Type:</b>	a cooperative with excluded liability: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87524875	VIJU CLOUD	
<b>Serial Number:</b>	87524849	VIJU CONNECT	
<b>Registration Number:</b>	4520013	VIJU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	5852631000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	61389-75		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmollnowwalsh/		
<b>DATE SIGNED:</b>	11/01/2017		
<b>Total Attachments: 6</b>			
source=Executed IP Security Agreement#page1.tif			
source=Executed IP Security Agreement#page2.tif			
source=Executed IP Security Agreement#page3.tif			
source=Executed IP Security Agreement#page4.tif			

CH \$90.00 87524875

source=Executed IP Security Agreement#page5.tif

source=Executed IP Security Agreement#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2017, is made by VIJU, INC., a New Jersey corporation (“Viju” or the “Grantor”), in favor of COÖPERATIEVE RABOBANK U.A., as security agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Security Agent”) for the Finance Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Senior Term and Revolving Facilities Agreement dated as of September 11, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among VCV Holding B.V. (the “Company”), as the original borrower and the original guarantor, the subsidiaries of the Company from time to time party thereto as Additional Borrowers and Additional Guarantors (each as defined in the Credit Agreement), including Viju, the Security Agent, as the original lender and the original hedge counterparty, the Security Agent, as the agent and the security agent, and the other parties thereto, the Lenders (as defined in the Credit Agreement) have agreed to make extensions of credit to the Company and the Additional Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Security Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make extensions of credit to the Company and the Additional Borrowers under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Security Agent and grant the security interests hereinafter described;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the other Finance Parties to enter into the Credit Agreement and the other Finance Documents (as defined in the Credit Agreement) and to induce the Lenders to make extensions of credit to the Company and the Additional Borrowers thereunder, the Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Security Agent for the benefit of the Finance Parties, and grants to the Security Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “IP Collateral”):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, without limitation, the Trademarks as defined in the Security Agreement and those set forth on Schedule I hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; (iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; (v) all licenses of the foregoing, whether as licensee or licensor; (vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing; and (vii) all rights to sue, recover at law or in equity or settle claims for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof or for claims and demands for royalties owing (the foregoing, collectively, "Trademarks").

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Security Agent and further authorizes the Security Agent to file and record or cause to be filed and recorded any supplements or amendments to this Agreement.

Section 5. New IP Collateral. The Grantor hereby represents and warrants that the Trademarks listed on Schedule I hereto constitute all of the Trademarks now owned by the Grantor. If, prior to the payment in full of the Secured Obligations and the termination of the Commitments in accordance with the Credit Agreement, the Grantor shall (a) obtain rights to any new Trademarks, or (b) become entitled to the benefits of any new Trademarks, the provisions of Section 2 hereto shall automatically apply thereto and the Grantor shall provide the Security Agent with immediate notice thereof. The Grantor hereby authorizes the Security Agent to (i) unilaterally modify this Agreement by amending Schedule I to include any new Trademarks and (ii) file any such amendment to this Agreement in accordance with Section 4 hereof. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I hereto.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The grant of the security interest hereunder, and the rights and remedies of each party hereto with respect to the security interest granted herein, are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are

incorporated herein by reference. Unless otherwise expressly provided in this Agreement, if any provisions of this Agreement are inconsistent or in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern and control; provided that the inclusion of supplemental rights or supplemental remedies in favor of the Security Agent in this Agreement shall not be deemed a conflict with the Security Agreement or the Credit Agreement.

Section 7. Amendments in Writing. Subject to Section 5 hereof, none of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified unless the same shall be in writing, signed by the Security Agent and the Grantor and otherwise made in accordance with the Credit Agreement.

Section 8. Notices. All notices, requests and demands to or upon the Security Agent or any Grantor hereunder shall be effected in the manner provided for in Clause 35 (Notices) of the Credit Agreement; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to the Company's notice address set forth in such Clause 35 (Notices) of the Credit Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantor and shall insure to the benefit of the Security Agent, the other Finance Parties and their respective successors and assigns; provided, however, that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Security Agent and except as permitted by the Credit Agreement.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 12. Governing Law. This Agreement shall for all purposes be governed by, and construed and enforced in accordance with, the law of the State of New York (without regard to the conflict of law principles thereof to the extent that the same would result in the application of the laws of another jurisdiction).

[Remainder of page intentionally left blank; signatures follow.]

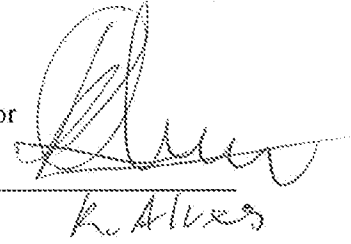
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIJU, INC.,  
as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

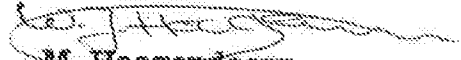
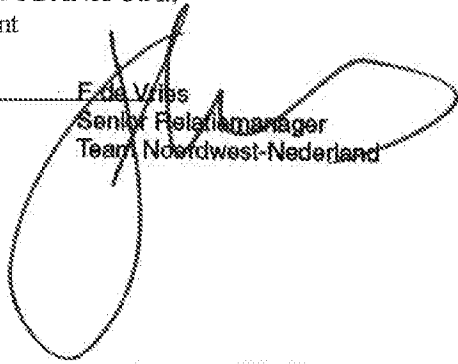
A handwritten signature in black ink, appearing to read "K. Alvarez", is written over a horizontal line. The signature is cursive and somewhat stylized.

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

COÖPERATIEVE RABOBANK U.A.,  
as Security Agent

By: \_\_\_\_\_  
Name: **F. de Vries**  
Title: **Senior Field manager**  
**Team Noordwest-Nederland**



**M. Hoogendoorn**  
**Senior Financieringspecialist**  
**team Noordwest-Nederland**

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Reg. No.	Registration Date
VIJU	4,520,013	April 29, 2014

2. TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date
VIJU CLOUD	87524875	July 12, 2017
VIJU CONNECT	87524849	July 12, 2017