

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mapp Digital US, LLC		11/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3045433	BLUEHORNET	
Registration Number:	3045439		
Registration Number:	3496091	BLUEHORNET	
Registration Number:	3496090		
Registration Number:	3461052	FIRECLICK	
Registration Number:	3447077	SURESEND	
Registration Number:	4205018	SOCIALLOOP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173716 TM US		

OP \$190.00 3045433

NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	11/07/2017
Total Attachments: 11 source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page2.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page3.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page4.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page5.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page6.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page7.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page8.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page9.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page10.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page11.tif source=Mapp Digital US, LLC-Trademark Cover Sheet with IPSA#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 7, 2017 by and between ALLY BANK ("**Bank**") and MEME Global Holdings Ltd., MEP BH Acquisitionco, Inc., BH Midco Inc., Mapp Digital US, LLC and Mapp Digital UK Ltd. (each a "**Grantor**" and collectively the "**Grantors**").

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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future Obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto and any goodwill related to any Trademarks), 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, other than any of the foregoing constituting an Excluded Asset(collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Bank under the 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 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 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 Intellectual Property Security Agreement, the 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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, other than any of the foregoing constituting and Excluded Asset.

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:

MEME Global Holdings, Ltd.

By: 

Name: Nathan Pingelton

Title: Director

MEP BH Acquisitionco, Inc.

By: _____

Name: Matt Johnson

Title: Vice President

BH Midco Inc.

By: _____

Name: Matt Johnson

Title: Vice President

Address of Grantor:

338 Pier Avenue

Hermosa Beach, CA 90254

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:

MEME Global Holdings, Ltd.

By: _____

Name: Nathan Pingelton

Title: Director

MEP BH Acquisitionco, Inc.

By: _____

Name: Matt Johnson

Title: Vice President

BH Midco Inc.

By: _____

Name: Matt Johnson

Title: Vice President

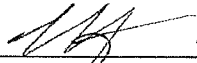
Address of Grantor:

338 Pier Avenue

Hermosa Beach, CA 90254

Grantor:

Mapp Digital US, LLC

By: 

Name: Matt Johnson

Title: Vice President

Address of Grantor:
9276 Scranton Road, Suite 500
San Diego, California 92121

Grantor:

Mapp Digital UK Ltd.

By: _____

Name: Claire Long

Title: Director

Address of Grantor:
6th Floor
95 Gresham Street
London EC2V 7NA
United Kingdom

Bank:

Ally Bank

By _____

Name _____

Title _____

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

Grantor:

Mapp Digital US, LLC

By: _____

Name: Matt Johnson

Title: Vice President

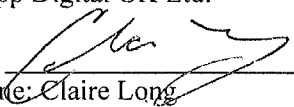
Address of Grantor:

9276 Scranton Road, Suite 500

San Diego, California 92121

Grantor:

Mapp Digital UK Ltd.

By:  _____

Name: Claire Long

Title: Director

Address of Grantor:

6th Floor

95 Gresham Street

London EC2V 7NA

United Kingdom

Bank:

Ally Bank

By _____

Name _____

Title _____

Address of Bank:

300 Park Avenue, 4th Floor

New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

Grantor:

Mapp Digital US, LLC

By: _____

Name: Matt Johnson

Title: Vice President

Address of Grantor:

9276 Scranton Road, Suite 500

San Diego, California 92121

Grantor:

Mapp Digital UK Ltd.

By: _____

Name: Claire Long

Title: Director

Address of Grantor:

6th Floor

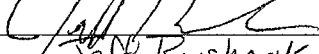
95 Gresham Street

London EC2V 7NA

United Kingdom

Bank:

Ally Bank

By: 
Name: Jeff Kushnaks
Title: Authorized Signatory

Address of Bank:

300 Park Avenue, 4th Floor

New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Patents

Patent No	App No	Filing Date	Title	Issue Date	Jurisdiction	Owner
8,516,057	11/565,618	11/30/2006	Subscriber List System and Method	8/20/2013	US	Mapp Digital US, LLC ¹
8,856,094	12/116,125	5/6/2008	Remote Segmentation System and Method	10/7/2014	US	Mapp Digital US, LLC ¹
9,767,462	11/923281	10/24/2007	Localized Time Zone Delivery System and Method	9/29/2017	US	Mapp Digital US, LLC
9,395,870	13/730,945	12/29/2012	Channel-condition-based message selection	07/19/2016	US	Mapp Digital UK Ltd. ²
9,396,488	13/593,551	08/24/12	Message selection in a marketing-based system	07/19/2016	US	Mapp Digital UK Ltd. ²

¹ Owner at closing is Bluehornet Networks, Inc. Name change to be filed post-closing.

² Owner at closing is Meme Marketing Execution UK Ltd. Name change to be filed post-closing.

**Patent
Application**

Publication No	App No	Filing Date	Title	Status	Jurisdiction	Owner
20140297366	14/301067	10/2/2014	Scaled Subscriber Profile Groups for E marketers Email Strategy	In prosecution	US	Mapp Digital US, LLC ¹
20120191546	13/358440	1/25/2012	Templates System and Method	In prosecution	US	Mapp Digital US, LLC ¹
20090018896	12/172028	7/11/2008	Scaled Subscriber Profile Groups for E marketers Message Strategy	In prosecution	US	Mapp Digital US, LLC ¹
N/A	13/683,254	11/21/12	selection system		US	Mapp Digital UK Ltd.

EXHIBIT C
TRADEMARKS

Registration No.	App. No.	Country	Mark	Status	Owner
3045433	78/497,234	US	BlueHornet	Registered	Mapp Digital US, LLC ³
3045439	78/498,208	US	BlueHornet (Design)	Registered	Mapp Digital US, LLC ³
3496091	78/971,305	US	BlueHornet	Registered	Mapp Digital US, LLC ³
3496090	78/971,304	US	BlueHornet (Design)	Registered	Mapp Digital US, LLC ³
3461052	77/287,333	US	Fireclick	Registered	Mapp Digital US, LLC ³
3447077	78/971,307	US	Suresend	Registered	Mapp Digital US, LLC ³
4205018	85/496,933	US	SocialLoop	Registered	Mapp Digital US, LLC ³

³ Owner at closing is Bluehornet Networks, Inc. Name change to be filed post-closing.