

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Loan and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Delivery Networks, Inc.		10/01/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLR Growth Fund, l.p. c/o Witzig, Hannah, Sanders & Reagan		
Street Address:	600 Ocean Street		
City:	Santa Cruz		
State/Country:	CALIFORNIA		
Postal Code:	95060		
Entity Type:	Limited Partnership: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77764718	SMYLINE	
Serial Number:	77851250	GREENDISC	
CORRESPONDENCE DATA			
Fax Number:	4082873782		
<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:	408-294-3600		
Email:	kimwrenn@msn.com		
Correspondent Name:	Wm. Thomas Lewis		
Address Line 1:	150 Almaden Blvd., Suite 950		
Address Line 4:	San Jose, CALIFORNIA 95113		
NAME OF SUBMITTER:	Wm. Thomas Lewis		
SIGNATURE:	/s/		
DATE SIGNED:	12/20/2017		
Total Attachments: 47			
source=Amended Restated Loan and Security Agreement - FINAL fully signed#page1.tif			
source=Amended Restated Loan and Security Agreement - FINAL fully signed#page2.tif			
source=Amended Restated Loan and Security Agreement - FINAL fully signed#page3.tif			
source=Amended Restated Loan and Security Agreement - FINAL fully signed#page4.tif			
source=Amended Restated Loan and Security Agreement - FINAL fully signed#page5.tif			

OP \$65.00 77764718

AMENDED AND RESTATED
LOAN AND SECURITY AGREEMENT

This Amended and Restated Loan and Security Agreement (this "Agreement"), dated as of October 1, 2015 (the "Effective Date"), is executed by and between Digital Delivery Networks, Inc., a Delaware corporation (together with its successors and assigns, "Borrower"), and GLR Growth Fund, L.P., a California limited partnership ("Lender" or "Secured Party").

Recitals

A. Lender has extended loans to Borrower from time to time since July 15, 2008, as detailed in Exhibit A hereto, which also reflects Borrower's partial repayment and re-borrowing thereof (the "Original Loans"). As of the Effective Date, the total outstanding principal balance of the Original Loans is Four Million Dollars (\$4,000,000) (the "Original Principal Balance"). The Original Loans were evidenced by those documents also attached at Exhibit B hereto (the "Original Loan Documents"). While the principal advances by Lender set forth on Exhibit A are not in question, documentation for some of those advances is unavailable.

B. While authorized to be filed by the Original Loan Documents, Lender can find no evidence that a UCC-1 Financing Statement was filed contemporaneously with the Original Loans to perfect the lien on Borrower's assets granted by the Original Loan Documents. A UCC-1 Financing Statement was filed with respect thereto on September 16, 2015.

C. Borrower now desires to borrow from Lender the additional principal sum of One Hundred Thousand Dollars (\$100,000) (the "New Funds"), which Lender has agreed to lend to Borrower. Contemporaneously with this Agreement, Lender and Borrower are entering into that certain Amended and Restated Secured Convertible Promissory Note which supersedes and replaces all prior evidences of the Original Loans, consolidates therein the New Funds, for a total principal balance of \$4,100,000 (collectively the "Principal Balance"), and sets forth the terms and conditions for repayment to Lender of the Principal Balance with interest accrued thereon (the "Note").

D. Lender and Borrower previously negotiated for an investment by Lender in the Series D Preferred Stock issued by Borrower; however, insufficient shares of Series D Preferred Stock of Borrower were ultimately available for investment by Lender. The terms of the Note and this Agreement are intended to provide Lender with the possibility of contingent financial benefits comparable, in part, to an investment in the Series D Preferred Stock. The Note and this Agreement are entered into by the parties pursuant to Section 25118 of the California Corporations Code and the parties hereby affirm their longstanding business relationship.

E. Prior to the Effective Date, Borrower had not paid to Lender any portion of the origination fees required by the Original Loan Documents or the accrued interest due on the Original Principal Balance. By December 31, 2015, Borrower shall issue and deliver to Lender one or more stock certificates representing that number of shares of Borrower's Common Stock (collectively, the "Shares") as set forth on Exhibit A. As of September 30, 2015, the Shares to be issued total 2,717,031.

F. Lender and Borrower previously entered into that certain Secured Loan Repayment Agreement dated as of January 3, 2015 (the "January 2015 Agreement"), which is superseded and terminated by this Agreement.

Borrower and Lender now set forth, together with the Note, the terms and conditions of the extension of the New Funds to Borrower and the repayment by Borrower to Lender of the Principal Balance and interest accrued thereon.

Agreement

NOW, THEREFORE, in consideration of the mutual promises in this Agreement and the Note and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Definitions and Interpretation. When used in this Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the UCC or comparable law of any jurisdiction.

"**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Borrower to Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Note, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Borrower hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed, or allowable as a claim in any such proceeding.

"**Permitted Liens**" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens in favor of the Secured Party; and (d) Liens upon any equipment acquired or held by Borrower or any of its subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto.

"UCC" means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

Each capitalized term not otherwise defined herein shall have the meaning given in the Note. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Loan; New Funds; Grant of Security Interest; Delivery.

(a) *Loan.* Borrower hereby unconditionally promises to pay to the order of Lender the Principal Balance plus accrued interest thereon on or before the Maturity Date, in the manner and at the times specified in the Note, the terms and conditions of which are incorporated herein by this reference. Within thirty (30) days after the Effective Date, Lender shall deliver to Borrower the New Funds, which will be deposited by Borrower into an account approved by Lender.

(b) *Grant of Security.* As security for the Obligations, Borrower hereby pledges to Secured Party and grants to Secured Party a security interest of first priority in all right, title and interest of Borrower in and to all of the assets of Borrower, including the property described in Exhibit C hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral"). Secured Party may at any time after the Effective Date file an amendment to the UCC-1 Financing Statement revising and restating the Collateral description therein to conform to that contained in this Agreement. Borrower shall, from time to time and upon request of Lender, execute such further documents, agreements and consents, including without limitation a short-form intellectual property security agreement for each item of Collateral which constitutes intellectual property, to evidence the security interest of Lender in such intellectual property and consent to file with any governmental agency, including the United States Patent and Trademark Office, as Lender may deem necessary, appropriate or prudent to evidence or perfect such security interest.

(c) *Delivery of Source Code.* As additional security for the Obligations, within sixty (60) days after the Effective Date, Borrower shall deliver to Lender in a form acceptable to both Borrower and Lender, a copy of all source code developed by Borrower that is used or usable by Borrower in connection with its business, whether patented, copyrighted or neither patented nor copyrighted (the "Source Code"). The Source Code shall be updated by the 30th of each month by Borrower and shall be password protected. Password to the Source Code shall be held by an independent third party and shall not be released to Lender until 5 days after Lender has provided written notice of an uncured Event of Default or until an order or judgment of a Court of competent jurisdiction has been entered.

(d) *After-Acquired Collateral.* Borrower agrees to deliver written notice to Lender of all Collateral created or obtained by Borrower after the date of this Agreement, including without limitation all protectable intellectual property, which shall be included in Collateral. Such notice will be delivered within five (5) days of such creation or acquisition. Borrower will notify Lender within two (2) business days of Borrower filing any application for or notice with any governmental authority concerning the intellectual property of Borrower and of Borrower granting a license to any other person or entity with respect to any Borrower

intellectual property.

3. Terms related to Original Loan. Borrower and Lender acknowledge, agree and affirm the following:

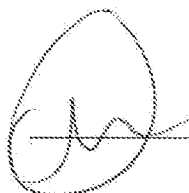
- (a) *Recitals.* The recitals to this Agreement are true and correct.
- (b) *Accuracy of Exhibits.* Exhibits A, B, C and D to this Agreement are true, complete and correct, including all attachments thereto.
- (c) *Original Loan Superseded.* Borrower and Lender agree that the Original Loan Documents are superseded and replaced by this Agreement and the Note.
- (d) *UCC-1 Financing Statement.* Borrower and Lender confirm the validity of the filing of the UCC-1 Financing Statement on September 16, 2015, and agree to the filing of an amended Financing Statement attaching Attachment A at Lender's discretion.

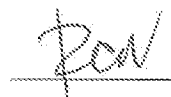
(e) *Release.* In consideration of the amendment and restatement of the Original Loan Documents and the extension of the New Funds, Borrower, on behalf of itself and its Affiliates (as defined below) (collectively, "Releasing Parties"), hereby completely releases and forever discharges Lender and each of its Affiliates (collectively, "Released Parties") from any and all claims, demands, liabilities or causes of action whatsoever (each, a "Claim"), arising or occurring prior to the Effective Date, based on any term, condition, waiver or alleged waiver, course of conduct, forbearance, act or failure to act included in, arising out of or occurring in connection with the Original Loans and/or the Original Loan Documents, including, without limitation, any Claim arising directly or indirectly out of the extension of the Original Loans, repayments of the Original Loans, fees, interest or other charges incurred in connection with the Original Loans and administration of the Original Loans and the Original Loan Documents.

(i) *"Affiliates" Defined.* In relation to Borrower or Lender or any of their Affiliates, an "Affiliate" is each and any current or former parent, subsidiary, officer, director, shareholder, employee, manager, member, agent, partner, representative, attorney, accountant, insurers, advisors, joint venturer, receiver, special master, administrator, court-appointed trustee, employee benefit program (and the trustees, administrators, fiduciaries and insurers of such programs), successor and assign, and each and any of their respective current and former spouses, heirs, executors, personal representatives and Affiliates, and any other persons acting by, through, under or in concert with any of them.

(ii) *Section 1542 Waiver.* Except as provided herein, Borrower understands and agrees that this Release extinguishes all Claims against any Released Party to the extent set forth above, whether such Claim is currently known or unknown, vested or contingent, foreseen or unforeseen. Borrower understands that if any fact concerning any matter covered by this release is found hereafter to be other than or different from the facts now believed to be true, Borrower expressly accepts and agrees that this release shall be and remain effective, notwithstanding such difference in the facts. Borrower expressly waives any right or benefit it may have under California Civil Code section 1542 or any similar statute, law, regulation or policy in any jurisdiction. California Civil Code section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

 (initials of President)

 (initials of Secretary)

4. Borrower's Representations, Warranties and Covenants. Borrower represents and warrants to Secured Party that:

(a) *Organization; Execution; Binding Obligation.* Borrower (i) is a corporation duly organized, existing and in good standing under the laws of the state of Delaware and is duly qualified to do business and in good standing in the State of California and in any other state where the nature of Borrower's business or property requires it to be qualified to do business, and (ii) has the power, authority and legal right to own its property and carry on the business now being conducted by it and to engage in the transactions contemplated by the Note and this Agreement. Each of the Note and this Agreement has been duly executed and delivered by Borrower, and the execution and delivery of, and the performance of the transactions contemplated by the Note and this Agreement, have been duly authorized by all necessary action by Borrower. The Note and this Agreement constitute valid and legally binding obligations of Borrower and are fully enforceable against Borrower in accordance with their respective terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(b) *No Conflict.* The execution and performance of the Note and this Agreement and the consummation of the transactions contemplated thereby and hereby will not conflict with, result in any breach of, or constitute a default under, the organizational documents of Borrower, or any contract, agreement, document or other instrument to which Borrower is a party or by which Borrower or any of its properties may be bound or affected, and such actions do not and will not violate or contravene any law to which Borrower is subject.

(c) *Government Claims.* There are no claims or investigations by or before any court or governmental authority, pending, or to the knowledge of Borrower, threatened, against or affecting Borrower, the Collateral or Borrower's business. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority affecting Borrower.

(d) *Financial Statements.* The financial statements heretofore delivered by Borrower to Lender (the "Financial Statements") are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles consistently applied, and fairly present the financial condition of the Borrower as of the respective dates thereof.

(e) *No Material Adverse Change.* No material adverse change has occurred

in the financial condition reflected in the Financial Statements of Borrower since the respective dates of such statements, and no material additional liabilities have been incurred by Borrower since the dates of such Financial Statements other than the borrowings contemplated herein or as approved in writing by Lender.

(f) *Compliance with Laws.* Borrower is in compliance with the requirements of all applicable laws.

(g) *No Subsidiaries.* Borrower has no subsidiaries.

(h) *Consents and Authorizations.* No authorization, consent, approval, license, exemption of, or filing or registration with, any governmental agency or authority, or approval or consent of any other person or entity, is required for the due execution, delivery or performance by the Borrower of the Note or this Agreement, other than the filing of financing statements as contemplated by this Agreement.

(i) *Capitalization.*

(i) The authorized capital of Borrower as of the Effective Date consists of the stock issued as shown on Exhibit D. All of the outstanding shares of common stock of Borrower, par value per share (the "Common Stock"), are duly authorized, validly issued, fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(ii) No person or entity has any preemptive right, option, warrant, conversion privilege or other rights (including but not limited to rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Borrower including, without limitation, any shares of Common Stock, or any securities convertible into or exchangeable or exercisable for shares of Common Stock other than holders of Borrower's Series D stock.

(iii) Borrower has available a sufficient number of authorized but unissued shares of Common Stock to allow it to issue all of the Shares required to be issued as of the Effective Date, and shall thereafter take such action as is necessary to have available an adequate number of authorized but unissued shares to fulfill its obligations under this Agreement.

(j) *Duly and Validly Issued Shares.* The Shares that are being and shall be issued to Lender pursuant to the Note, when issued, sold and delivered in accordance with the terms of the Note for the consideration stated therein, will be duly and validly issued, fully paid, nonassessable. The Shares will be issued in compliance with all applicable federal and state securities laws.

(k) *Series D Preferred Stock.* During 2012 and 2013, Borrower and Lender had agreed to an investment by Lender in the Series D Preferred Stock of Borrower; however, subsequent events resulted in an insufficient number of shares of Series D Preferred Stock available for investment by Lender.

(l) *Preexisting Business Relationship.* Borrower acknowledges and agrees that it has had a business relationship with Lender over at least the past seven (7) years, which has resulted in equity investments by Lender in Borrower's equity securities and extensions of credit from Lender to Borrower.

(m) *No Default.* Borrower is not in default under any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation to which the Borrower is a party, except as disclosed in writing by Borrower to Lender prior to execution of this Agreement.

(n) *Litigation.* There are no actions, suits or proceedings pending or, to the knowledge of Borrower, threatened, against Borrower or affecting any of the Collateral, before any governmental agency or authority or arbitrator.

(o) *Misstatements or Omissions.* None of the representations or warranties made by the Borrower in the Note or this Agreement, as of the date of such representations and warranties, contains any untrue statement of a material fact or omits any material fact required to be stated herein or necessary to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

(p) *Claims.* There is no claim, defense, counterclaim or set-off which could be asserted by or is available to the Borrower against the Lender related in any manner to this Agreement or the Note.

(q) *Rights in the Collateral.* Borrower holds good and marketable title to all Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Borrower shall defend Lender's rights in the Collateral against the claims and demands of all others.

(r) *Enforceability of Collateral.* To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the accounts shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Borrower with or for the account debtor.

(s) *Covenants with respect to Collateral.*

(i) So long as this Agreement remains in effect, Borrower shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any material Account, except in the ordinary course of business. Other than in the

ordinary course of business, Borrower shall not agree to any deductions or discounts claimed against the Collateral except those disclosed in advance to Lender in writing.

(ii) Except in the ordinary course of Borrower's business, Borrower agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Borrower's address shown in this Agreement or at such other locations as are disclosed to and reasonably acceptable to Lender. Upon Lender's request, Borrower will deliver to Lender in form satisfactory to Lender a schedule of all Collateral locations relating to Borrower's

(iii) Operations, including without limitation the following: (1) all real property Borrower owns or is purchasing; (2) all real property Borrower is renting or leasing; (3) all storage facilities Borrower owns, rents, leases or uses; and (4) all other properties where Collateral is or may be located.

(iv) Except in the ordinary course of Borrower's business, including the sale of Inventory, Borrower shall not remove the Collateral from its existing location without Lender's written consent. To the extent that the Collateral consists of vehicles, or other titled property, Borrower shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of California, without Lender's prior written consent. Borrower shall, whenever requested, advise Lender of the exact location of all Collateral.

(v) Except in the ordinary course of Borrower's business, or as otherwise provided for in this Agreement, Borrower shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Borrower is not in default under this Note, Borrower may sell Inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Borrower's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Borrower shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest pledged to Lender in the Note and this Agreement, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion. This prohibition includes security interests even if junior in right to the security interests granted under this Note to Lender. Upon the occurrence and during the continuance of an Event of Default, unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; *provided however*, this requirement shall not constitute consent by Lender to any sale or other disposition.

5. Borrower's Right to Possession and to Collect Accounts. Until an Event of Default has occurred and is continuing, Borrower may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement; *provided* that Borrower's right to possession and beneficial use shall not apply to any Collateral (such as negotiable instruments and securities, but specifically excluding Accounts) where possession of such Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Prior to any Event of Default, Borrower may collect any of the Collateral consisting of Accounts. Following the occurrence of and during the

continuance of any Event of Default, Lender may exercise its rights to collect the Accounts and to notify Account debtors to make payments directly to Lender for the application to the Indebtedness.

6. Additional Covenants Relating to Collateral. Borrower hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 10 days' prior written notice to Secured Party, (i) not to change Borrower's name or place of business (or, if Borrower has more than one place of business, its chief executive office), or the office in which Borrower's records relating to accounts receivable and payment intangibles are kept, and (ii) not to change Borrower's state of incorporation; and (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of Secured Party all originals of Collateral consisting of instruments.

7. Authorized Action by Secured Party. Borrower hereby irrevocably appoints Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to Borrower or any third party for failure so to do) any act which Borrower is obligated by this Agreement to perform, and to exercise such rights and powers as Borrower might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to or deposit, surrender, accept hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Borrower relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; *provided, however*, that Secured Party shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of a default under the Note and shall only exercise such powers during the continuance of a default under the Note. Borrower agrees to reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Borrower's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; *provided, however*, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

8. Default and Remedies.

(a) *Default.* Borrower shall be deemed in default under this Agreement upon occurrence and during the continuance of a default under the Notes.

(b) *Remedies.* Upon the occurrence and during the continuance of any such default, Secured Party shall have the rights of a secured creditor under the UCC, all rights granted by this Agreement and by law, including the right to (a) require Borrower to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate. Borrower hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights hereunder, Borrower hereby grants to Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by Secured Party, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent or trademark, trade name, copyright or other intellectual property in which Borrower now or hereafter has any right, title or interest, together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) *Application of Collateral Proceeds.* The proceeds of the Collateral, or any part thereof and the proceeds of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of or received by Secured Party after the occurrence of a default under the Note) shall be paid and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of all amounts then owing or unpaid to Secured Party (to be applied first to accrued, unpaid interest and second to outstanding principal); and

(iii) Third, to the payment of the surplus, if any, to Borrower, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

9. Other Covenants of Borrower. So long as any amount payable by Borrower under the Note shall remain unpaid, or so long as any obligation of Borrower remains outstanding hereunder, Borrower shall:

(a) *Notice of Transactions.* Advise Lender in writing promptly (within not more than two (2) business days) upon commencing negotiations or discussions which contemplate the occurrence of any Capital Event. The written notice shall contain the major terms and provisions of the proposed Capital Event, a copy of any term sheet or similar proposal and the anticipated closing date(s) of any such transaction.

(b) *No Additional Debt.* Not incur any additional debt, whether secured or unsecured, other than pursuant to personal property or capital leases, without Lender's prior written approval.

(c) *Further Actions.* Take any action reasonably requested by the Lender to carry out the purpose and intent of the Note and this Agreement.

(d) *Notice of Borrower Changes.* Promptly notify Lender in writing at Lender's address shown herein (or such other address as Lender may designate from time to time) not fewer than five (5) business days prior to any (1) change in Borrower's name; (2) change in Borrower's assumed business name(s); (3) change in the senior management of Borrower; (4) change in Borrower's principal office address; (5) change in Borrower's state of organization or domicile; (6) conversion of Borrower to a new or different type of business entity; or (7) change in any other aspect of Borrower that directly or indirectly relates to any agreements between Borrower and Lender. No change in Borrower's name or state of organization shall take effect until after Lender has received written notice.

(e) *Financial Statements.* By the 30th day after the end of each calendar quarter during the term of this Note, Borrower shall provide to Lender a certificate ("Borrower's Certificate"), certified as to its accuracy by the President or Chief Financial Officer of Borrower, accompanied by (i) a profit and loss statement for the immediately preceding calendar quarter and the calendar year to date, (ii) a balance sheet for the immediately preceding calendar quarter, and (iii) statement of cash flows for the immediately preceding calendar quarter and the calendar year to date.

10. Miscellaneous.

(a) *Notices.* Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Borrower or Secured Party under this Agreement shall be in writing and mailed or delivered to each party to the address set forth below (or to such other address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by FedEx or other nationally recognized overnight service, on the business day following deposit with such service; (b) when mailed, by priority or express mail, first class postage prepaid, upon receipt; and (c) when delivered by hand, upon delivery.

Secured Party:

GLR Growth Fund, L.P. c/o Mark Witzig, Esq.
600 Ocean Street
Santa Cruz, California 95060

with a copy to:

Receivers Incorporated
15700 Winchester Blvd.
Los Gatos, CA 95030
Attention: Gregory Sterling

Borrower:

Digital Delivery Networks, Inc.
269 Mt. Herman, Suite 200
Scotts Valley, California 95066
Attn: Chief Executive Officer

(b) *Termination of Security Interest.* Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Borrower. Upon such termination Secured Party hereby authorizes Borrower to file any UCC termination statements necessary to effect such termination and Secured Party will execute and deliver to Borrower any additional documents or instruments as Borrower shall reasonably request to evidence such termination.

(c) *Nomwaiver.* No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) *Amendments and Waivers.* This Agreement may not be amended or modified except by a written instrument signed by Borrower and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instance for the purpose for which given, and must be signed by the party waiving the obligation or right hereunder.

(e) *Assignments.* This Agreement shall be binding upon and inure to the benefit of Secured Party and Borrower and their respective successors and assigns; *provided*, however, that Borrower may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Party.

(f) *Cumulative Rights, Etc.* The rights, powers and remedies of Secured Party under this Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, the Note or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights hereunder. Borrower waives any right to require Secured Party to proceed against any Person or entity or to exhaust any Collateral, or to pursue any remedy in Secured Party's power.

(g) *Payments Free of Taxes, Etc.* All payments made by Borrower under the Note shall be made by Borrower free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Borrower shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Agreement. Upon request by Secured Party, Borrower shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) *Partial Invalidity.* If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the

legality, validity or enforceability of such provision under the law of any other jurisdiction shall, in any way be affected or impaired thereby.

(i) *Expenses.* Borrower shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Agreement.

(j) *Construction.* Each of this Agreement and the Note is the result of negotiations among, and has been reviewed by, Borrower, Secured Party and their respective counsel. Accordingly, this Agreement and the Note shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Borrower or Secured Party.

(k) *Entire Agreement.* This Agreement and the Note constitute and contain the entire agreement of Borrower and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties whether written or oral, respecting the subject matter hereof, including, without limitation, the Original Loan Documents and the January 2015 Agreement.

(l) *Other Interpretive Provisions.* References in this Agreement to any document, instrument or agreement (a) include all exhibits, schedules and other attachments thereto, (b) include all documents instruments or agreements issued or executed in replacement thereof, and (c) mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement and the Note, as the case may be as a whole and not to any particular provision of this Agreement or the Note, as the case may be. The words "include" "including" and words of similar import when used in this Agreement or the Note shall not be construed to be limiting or exclusive.

(m) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC under Delaware Law).

(n) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall be deemed to constitute one instrument.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Loan and Security Agreement to be executed as of the Effective Date.

BORROWER:

DIGITAL DELIVERY NETWORKS, INC.,
a Delaware corporation

By: 

Name: MIKE KURTZ

Title: CEO

LENDER/SECURED PARTY:

GLR GROWTH FUND, LP,
a California limited partnership corporation

By: 

Gregory Sterling, Special Master

EXHIBIT A

TRADEMARK
REEL: 006232 FRAME: 0863

Interest - 1/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 2/28/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 3/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 4/30/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 5/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 6/30/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 7/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 8/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 9/30/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 10/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 11/30/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 12/31/11	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Subtotal 2011		\$	135,000.00	\$	135,000.00	\$	270,000.00	772,311	772,311	1,544,622	514,672	257,436
Interest - 1/31/12	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 2/28/12	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	64,359	64,359	128,719	42,906	21,453
Interest - 3/31/12	\$2,400,000	\$	10,867.74	\$	11,250.00	\$	22,117.74	62,172	64,359	126,532	42,177	21,088
Interest - 4/30/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 5/31/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 6/30/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 7/31/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 8/31/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 9/30/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 10/31/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 11/30/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Interest - 12/31/12	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	36,616	64,359	102,975	34,324	17,162
Subtotal 2012		\$	94,177.74	\$	135,000.00	\$	229,177.74	387,738	521,156	908,893	230,961	331,480
Interest - 1/31/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 2/28/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 3/31/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 4/30/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 5/31/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 6/30/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 7/31/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 8/31/13	\$2,400,000	\$	8,750.00	\$	11,250.00	\$	18,000.00	13,500	22,500	36,000	36,000	36,000
Interest - 9/30/13	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 10/31/13	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 11/30/13	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 12/31/13	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Subtotal 2013		\$	99,000.00	\$	135,000.00	\$	234,000.00	198,000	270,000	468,000	45,000	45,000
Interest - 1/31/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 2/28/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 3/31/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 4/30/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 5/31/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000
Interest - 6/30/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	22,500	45,000	45,000	45,000

Interest - 7/31/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	45,000
Interest - 8/31/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	45,000
Interest - 9/30/14	\$3,000,000	\$	11,250.00	\$	11,250.00	\$	22,500.00	22,500	45,000
Interest - 10/31/14	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 11/30/14	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 12/31/14	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Subtotal 2014		\$	157,500.00	\$	135,000.00	\$	292,500.00	315,000	585,000
Interest - 1/31/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 2/28/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 3/31/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 4/30/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 5/31/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 6/30/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 7/31/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 8/31/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 9/30/15	\$4,000,000	\$	18,750.00	\$	11,250.00	\$	30,000.00	37,500	60,000
Interest - 10/31/15		\$		\$		\$			
Interest - 11/30/15		\$		\$		\$			
Interest - 12/31/15		\$		\$		\$			
Subtotal 2015		\$	158,750.00	\$	101,250.00	\$	270,000.00	337,500	540,000
Grand Total		\$	872,325.40	\$	810,313.22	\$	1,682,538.62	2,925,069	5,712,618
									1,301,185
									2,717,034

EXHIBIT B

GLR Bridge Loan to DDNI
Effective 7/15/08
Summary of Terms

Amount: \$ 1,500,000
Loan Origination: \$ 45,000 payable in shares valued at .30/share = 150,000 shares
Interest rate: .75% / month payable in shares valued at .30/share = 37,500 shares
Term: 6 months

Summary of share issuance to GLR

loan origination:	150,000
Interest - 8/15/08	37,500
Interest - 9/15/08	37,500
Interest - 10/15/08	37,500
Interest - 11/15/08	37,500
Interest - 12/15/08	37,500
Total shares to	<u>337,500</u>
GLR during loan term	

GLR Bridge Loan to DDNI
Effective 10/15/08
Summary of Terms

Amount:	\$ 1,500,000		
Loan Origination:	\$ 45,000	payable in shares valued at .50/share = 100,0	150,000
Interest rate:	.75% / month	payable in shares valued at .30/share = 25,0	37,500
Term:		4 months	

Summary of share issuance to GLR

loan origination:	150,000
Interest - 10/15/08	37,500
Interest - 11/15/08	37,500
Interest - 12/15/08	37,500
Interest - 01/15/09	37,500
Total shares to	<u>300,000</u>
GLR during loan term	

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
DIGITAL DELIVERY NETWORKS, INC.

BOARD MEETING MINUTES

Effective: October 15, 2008

The undersigned, being all of the directors of the Company, hereby adopt the following resolutions, resulting from telephone sessions:

Line of Credit

WHEREAS: The Company is seeking to maintain sufficient capital for the operations of the Company until it becomes cash flow positive;

WHEREAS: The Board of Directors discussed establishing a line of credit based on upcoming receivables from OASIS platform shipments with PC OEMs;

WHEREAS: The Company has identified an opportunity to quickly put this credit facility in place;

RESOLVED: That, the Board of Directors approves the credit facility increase proposed by GLR Growth Fund from the original line of \$1.5 million up to \$3.0 million [GLR Bridge Loan terms in Exhibit A].

RESOLVED FURTHER: That the officers of this corporation are hereby authorized and directed to execute all documents and take all actions they deem necessary or advisable in connection with the completion of the credit facility.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This action may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument. Executed effective as of the date first above written.

Chris Lack

H. Lee Peterson

David A. Park

Anthony P. Kelly

Rich Kalbrener

Keith Rode

Michael Kuptz

EXHIBIT A

GLR Growth Fund Bridge Loan
Summary of Terms

Bridge Loan Amount: \$3,000,000.00

Bridge Loan Origination Fee: \$ 90,000.00, payable in shares of Common Stock at \$0.30 per share
(300,000 shares)

Interest rate: 0.75% per month, payable in shares Common Stock at \$0.30 per share,
paid at the beginning of the month

Bridge Loan Term: Nine (9) months from origination

Summary of share issuance to GLR, assuming an August 15, 2008 origination

Loan Origination:	100,000 shares
Interest - 8/15/08	25,000
Interest - 9/15/08	25,000
Loan Origination	50,000 (increase to \$1.5 million)
Interest - 10/15/08	37,500
Loan Origination	150,000 (increase to \$3.0 million)
Interest - 11/15/08	75,000
Interest - 12/15/08	75,000
Interest - 01/15/09	75,000
Interest - 02/15/09	75,000
Interest - 03/15/09	75,000
Interest - 04/15/09	<u>75,000</u>
Total shares issued	837,500 shares

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "Security Agreement"), dated as of March 31, 2009, is executed by Digital Delivery Networks, Inc., a Delaware corporation (together with its successors and assigns, "Company"); in favor of GLR Growth Fund, L.P. ("Secured Party").

RECITALS

A. Company has issued or will from time to time issue promissory notes and/or convertible promissory notes to Secured Party (as amended, modified or otherwise supplemented from time to time, each a "Note" and collectively, the "Notes").

B. Company requires additional financial support to enable Company to maintain its operations. Company, having explored all reasonable alternatives has, therefore, requested that Secured Party provide additional financial support to Company.

C. As an inducement for additional financing, Company has agreed to enter into this Security Agreement and to grant Secured Party the security interest in the Collateral described below. Secured Party has previously loaned funds to Company which are evidenced by the existing Notes and certain of such existing Notes are currently payable upon demand. Secured Party is forbearing on demanding payment under such existing Notes, in part, based upon the representations, warranties, covenants and agreements contained in this Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"Collateral" has the meaning given to that term in Section 2 hereof.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the Doc or comparable law of any jurisdiction.

"Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising.

under or pursuant to the terms of the Notes, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Permitted Liens" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and machanic's Liens, carrier's Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Secured Party; (e) Liens upon any equipment acquired or held by Company or any of its subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens arising from judgments, decrees or attachments in circumstances not constituting a default under the Notes; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods; (h) Liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; (i) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; CD leases or subleases and licenses or sublicenses granted in the ordinary course of Company's business; and (k) Liens in existence on the date hereof.

"UCC" means the Uniform Commercial Code as in effect in the State of California from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Secured Party and grants to Secured Party a security interest of first priority in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral").

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any equipment or other property financed by a third party, provided that such third party's Liens are Liens of the type described in subsection (e) of the definition of Permitted Liens.

3. General Representations and Warranties. Company represents and warrants to Secured Party that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Secured Party has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all inventory has been (or, in the case of hereafter produced inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the address of Company set forth in Section 7 of this Security Agreement.

4. Covenants Relating to Collateral. Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges; all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 10 days' written notice to Secured Party, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, and (ii) not to change Company's state of incorporation; and (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of Secured Party all originals of Collateral consisting of instruments.

5. Authorized Action by Secured Party. Company hereby irrevocably appoints Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or

hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; provided, however, that Secured Party shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of a default under the Notes and shall only exercise such powers during the continuance of a default under the Notes. Company agrees to reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

6. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of a default under the Notes.

(b) Remedies. Upon the occurrence and during the continuance of any such default, Secured Party shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights hereunder, Company hereby grants to Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by Secured Party, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of a default under the Notes) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such

sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of the amount then owing or unpaid to Secured Party (to be applied first to accrued interest and second to outstanding principal); and

(iii) Third, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

7. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Secured Party under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail; first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Secured Party:

GLR Growth Fund, L.P.
4444 Scotts Valley Drive #1
Scotts Valley, California 95066
Telephone: (831) 434-9151 x2
Facsimile: (831) 438-6253

Company:

Digital Delivery Networks, Inc.
269 Mt Hermon Rd., Suite 200
Scotts Valley, California 95066
Attn: Chief Executive Officer
Telephone: (831) 439-9550
Facsimile: (831) 439-9901

with a copy to:

Wilson Sonsini Goodrich & Rosati, Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
Attn: Robert F. Latta, Esq.
Telephone: (650) 493-9300
Facsimile: (650) 493-6811

(b) Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Secured Party hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Secured Party will execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Party.

(f) Cumulative Rights, etc. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, the Notes or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impeding Secured Party's rights hereunder. Company waives any right to require Secured Party to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Notes shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Company shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(f) Expenses. Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(j) Construction. Each of this Security Agreement and the Notes is the result of negotiations among, and has been reviewed by, Company, Secured party and their respective counsel. Accordingly, this Security Agreement and the Notes shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or Secured Party.

(k) Entire Agreement. This Security Agreement taken together with the Notes constitute and contain the entire agreement of Company and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(l) Other Interpretive Provisions. References in this Security Agreement to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement refer to this Security Agreement or the Notes, as the case may be, as a whole and not to any particular provision of this Security Agreement or the Notes, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or the Notes shall not be construed to be limiting or exclusive.

(m) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(n) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

DIGITAL DELIVERY NETWORKS, INC.

By: Bene C. North

Name: BENE C. NORTH

Title: CFO

AGREED:

GLR GROWTH FUND, L.P., as Secured Party

By: John A. Geringer

Name: John A. Geringer

Title: General Managing Partner

[Signature page to Security Agreement]

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All Accounts;
- (ii) All Chattel Paper;
- (iii) All Commercial Text Claims listed on Exhibit A;
- (iv) All Deposit Accounts and cash;
- (v) All Documents;
- (vi) All Equipment;
- (vii) All General Intangibles;
- (viii) All Goods;
- (ix) All Instruments;
- (x) All Intellectual Property;
- (xi) All Inventory;
- (xii) All Investment Property;
- (xiii) All Letter-of-Credit Rights;
- (xiv) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term "Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machines together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Attachment 1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of California as in effect from time to time.

Exhibit A

to

Attachment I to Security Agreement

Commercial Tort Claims

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

GLR GROWTH FUND L.P.
 4444 SCOTT'S VALLEY DRIVE #2
 SCOTT'S VALLEY, CA 95066

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME
 DIGITAL DELIVERY NETWORKS, INC.

OR

1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

289 MC HERMON RD., SUITE 200 SCOTT'S VALLEY CA 95066 USA

1d TYPE OF ORGANIZATION 1e JURISDICTION OF ORGANIZATION 1f ORGANIZATIONAL ID#, if any

COOPERATION DELAWARE 20-1030010 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR

2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d TYPE OF ORGANIZATION 2e JURISDICTION OF ORGANIZATION 2f ORGANIZATIONAL ID#, if any

NONE

3. SECURED PARTY'S NAME OR NAME OF TOTAL ASSIGNEE, if ASSIGNOR, SA - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME
 GLR GROWTH FUND L.P.

OR

3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4444 SCOTT'S VALLEY DRIVE #2 SCOTT'S VALLEY CA 95066 USA

4. THE FINANCING STATEMENT covers the following collateral:

COLLATERAL INCLUDES ALL ASSETS AND INTELLECTUAL PROPERTY OF DEBTOR, INCLUDING, BUT NOT LIMITED TO: CASH, SHORT TERM INVESTMENTS, ACCOUNTS RECEIVABLE, OFFICE AND COMPUTER EQUIPMENT, OFFICE SUPPLIES, FURNITURE, INTELLECTUAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, SOURCE CODE, COMPILED CODE, PATENTS (AWARDED, FILED, PENDING OR IN PROCESS), CONCEPTS IN DEVELOPMENT.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE'S FIDUCIARY CONSIGNEE'S FIDUCIARY MAIL FIDUCIARY SPLIT FINANCING SA USER FINANCE FILING

6. THIS FINANCING STATEMENT IS TO BE USED FOR RECORD (or reassignment) 7. CHECKS REQUEST SEARCH REPORT(S) OF DEBTOR(S) 8. ORIGINAL FILER REFERENCE DATA

DDN

Digital Delivery Networks, Inc.

March 28, 2012

John Geringer
GLR Growth Fund L.P.
4444 Scotts Valley Drive #2
Scotts Valley, CA 95066

John,

Please accept this letter as confirmation of the payment Digital Delivery Networks, Inc. ("DDNI") made to GLR Growth Fund L.P. on the date above with regards to the Secured Note dated July 15, 2008. DDNI made a payment against the outstanding balance of \$1.5 million in the amount of \$380,000.00, reducing the balance to \$1.12 million.

Regards,

Rene C. North
CFO, DDNI

Acknowledgement:

GLR Growth Fund L.P.
John Geringer, Managing Partner

DDN

Digital Delivery Networks, Inc.

March 29, 2012

John Geringer
GLR Growth Fund L.P.
4444 Scotts Valley Drive #2
Scotts Valley, CA 95066

John,

Please accept this letter as confirmation of the payment Digital Delivery Networks, Inc. ("DDNi") made to GLR Growth Fund L.P. on the date above with regards to the Secured Note dated July 15, 2008. DDNi made a payment against the outstanding balance of \$1.12 million in the amount of \$220,000.00, reducing the balance to \$900,000.

Regards,

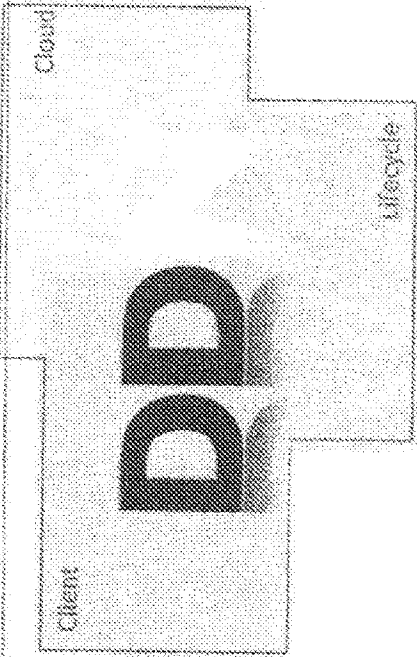
Rene C. North
CFO, DDNI

Acknowledgement:

GLR Growth Fund L.P.
John Geringer, Managing Partner

EXHIBIT C

GLR Registered
Intellectual Property



Digital Delivery Networks, Inc

GLR Material

November 9, 2015

DDN

Confidential

1

TRADEMARK
REEL: 006232 FRAME: 0887

DDNi IP Summary

- 5 Patents Issued
 - DCVM (Local Digital Content)
 - Uber-icon
 - sMyLine
 - One Click Defragmentation
 - Purchased Key Activation on sMyLine
- 17 Patents Pending
- 1 PCT Patent in Process
- 15 Patents in Queue
- 2 Trademarks Awarded
- 1 Trademark Pending

11/11/11

Filed Patent Status

5 Patents Issued

- Digital Content Vending and Maintenance System (DCVM)
 - Status : **US Patent Number 8,126,812**, "DCVM". Digital content vending, delivery, and maintenance system. (February, 2012)
- Multi-function Uber-Icon
 - Status: **US Patent Number 8,037,423**, "Uber-Icon". Apparatus, method and computer-readable medium for organizing the display of visual icons associated with information technology processes. (October, 2011)
- sMyLine
 - Status: **US Patent No 8,359,546**, Single Pixel Driven , online/offline, user customizable, desktop navigation tool (January 2013)
- PCs One Click Defragmentation
 - Status: **US Patent Number 8,141,001**, System, method and computer-readable medium for directing a computational system to defragment and maintain a disc memory. (March, 2012)
- Purchased Key Activation of Program on sMyLine
 - Status: **US Patent Number 8,788,970**, System, method and computer readable medium for online marketing and visual presentations of software programs. (July 2014)

2 Trademarks Awarded

- sMyline
- GreenChip



Patents Pending

17 Patents Pending

- Lifecycle Customer Relationship Management System
 - Description: Cradle to grave hardware refresh acceleration managed exclusively by the DDNI platform
 - Status: Patent Pending with reference to SVDMS
- Local Portal
 - Description: An online/offline client-server private portal architecture.
 - Status : Patent Pending with reference to SVDMS
- Local Behavior tracking and User Profiling System
 - Description: An online/offline client-server private portal user profiling and messaging system
 - Status: Patent Pending with reference to SVDMS
- Locally Driven Advertising System
 - Description: An online/offline client-server private contextual advertising system
 - Status: Patent Pending with reference to SVDMS
- 'GreenChip'
 - Description: CPU Power field upgrade feature for PCs and other devices
 - Status: Filed and Pending



Patents Pending, Continued

- GreenDisc (COD²)
 - Description: Hard drive capacity upgrade feature for PCs and other devices
 - Status: 3 Filed and Pending (including two continuation in part)
- Network-accessible PC Personalization
 - Description: Online/offline user driven personalization architecture for PCs
 - Status: Filed and Pending
- Smart OOBE
 - Description: Online/offline, fully connected out of box set up and configuration architecture for PCs
 - Status: Filed and Pending
- Universal Shopping Cart
 - Description: Local Online/offline secure universal shopping and fulfillment architecture for PCs
 - Status: Filed and Pending
- One Click System Maintenance and support
 - Description: Online/offline user controlled PC system dashboard fully with full integrated product fulfillment
 - Status: Filed and Pending
- One button 'On Star' for PCs
 - Description: A one button online emergency help system for instant help via e-mail, chat, remote, or telephone based service.
 - Status: Filed and Pending
- Local Media Portal
 - Description: A locally based media portal designed to serve local, downloaded, and streaming media to
 - Status: Filed and Pending

CONFIDENTIAL

Patents Pending, Continued

- Cover Flow Gadget
 - Description: An online/offline, updatable, user customizable, cover flow desktop navigation tool for PCs
 - Status: Filed and Pending
- Personalized Local Gadget Gallery
 - Description: An online/offline, updatable, user customizable, gallery of alternative desktop navigation tools for PCs
 - Status: Filed and Pending
- Component Carbon Reduction
 - Description: Method for component field upgrade (hard drive and CPU) reducing frequency of replacement and recycle
 - Status: Filed and Pending
- 'SAGE'
 - Description: Smart Adaptable General Ecosystem – DDNI ecosystem automatically adapts to platform as well as operating system. Platforms include PC (portable and stationary), Tablet, Smartphone, Smart TV; Operating systems include Windows, Android, RIM, and others
 - Status: Filed and Pending
- Local Lifecycle Customer Relationship Management
 - Hardware Refresh Acceleration using Lifecycle Data Collection (User Data, System Data, Software Data), Lifecycle Data Mining, User Targeting, On Screen User Messaging, Hardware Trade up to new OEM Hardware, Local Single Cart, Single Transaction Processing of Trade in, New Machine Sale, Adjacent Software Sales for New Machine, and Combined Ship and Delivery Management
 - Status: Filed and Pending

1 Trademark Pending

- GreenDisc

Intentionally Left Blank

11/11

Confidential

7

EXHIBIT D

DDNi (Proforma) Cap Table

As of September 30, 2015

	Post-Expansion of Series D Pfd			
	Number Of Shares	Warrants/ Stock Plan	Number Of Shares	% Fully Diluted
Common	5,340,052	136,694	5,476,746	10.05%
Series A Preferred	1,826,356		1,826,356	3.55%
Series B Preferred	3,369,981		3,369,981	6.19%
Series C Preferred	7,603,922		7,603,922	13.96%
Series D Preferred	25,999,995	6,499,999	32,499,994	59.66%
Employee Stock Option Reserve		3,700,000	3,700,000	6.79%
	44,140,306	10,336,693	54,476,999	

GLR Growth Fund L.P.

	Number	Warrants/	Number	% Fully
	Of Shares	Stock Plan	Of Shares	Diluted
Common	2,717,031		2,717,031	4.99%
Series A Preferred	47,673		47,673	0.09%
Series B Preferred	2,533,874		2,533,874	4.65%
Series C Preferred	6,311,975		6,311,975	11.59%
Series D Preferred	6,518,000	1,629,500	8,147,500	14.96%
Employee Stock Option Reserves				0.00%
	18,128,553	1,629,500	19,758,053	36.27%