

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOTAME SOLUTIONS, INC.		01/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3676952	LOTAME	
Registration Number:	4683615	LOTAME	
Registration Number:	4669903	LOTAME	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
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:	F175211		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	01/31/2018		
Total Attachments: 6			
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "**Amendment**") is made as of January 29, 2018, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **LOTAME SOLUTIONS, INC.** a Delaware corporation with offices at 8850 Stanford Boulevard, Suite 2000, Columbia, Maryland 21045 ("**Grantor**").

Recitals

A. Grantor has previously entered into (a) that certain Loan and Security Agreement dated as of January 31, 2013, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 26, 2013, as amended by that certain Default Waiver and Second Amendment to Loan and Security Agreement dated as of January 30, 2014, as amended by that certain Default Waiver and Third Amendment to Loan and Security Agreement dated as of April 1, 2014, but effective as of March 31, 2014, as amended by that certain Default Waiver and Fourth Amendment to Loan and Security Agreement dated as of June 4, 2014, but effective as of April 30, 2014, as amended by that certain Additional Grantor Joinder Supplement dated as of June 4, 2014, as amended by that certain Fifth Amendment to Loan and Security Agreement dated as of September 23, 2015, as amended by that certain Sixth Amendment to Loan and Security Agreement dated as of December 31, 2015, as amended by that certain Seventh Amendment to Loan and Security Agreement, dated as of September 5, 2017, and as further amended by that certain Eighth Amendment to Loan and Security Agreement dated as of December 28, 2017 and (b) that certain Mezzanine Loan and Security Agreement dated as of December 31, 2015.

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of December 31, 2015 ("**IP Security Agreement**"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is hereby deleted in its entirety and replaced with the Exhibit B attached hereto as Schedule 1.
2. Exhibit C to the IP Security Agreement is hereby deleted in its entirety and replaced with the Exhibit C attached hereto as Schedule 2.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

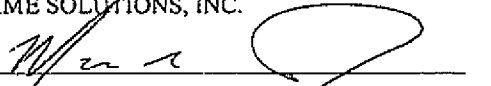
C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

LOTAME SOLUTIONS, INC.

By: 

Name: MIKE WOOSLE

Title: CEO TREASURES

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

LOTAME SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Michael Copley

Title: Vice President.

SCHEDULE 1

Exhibit B

Patents

Application No.	Title	Filing Date	Country	Status	Ownership
11/977,045	Systems and Methods For Targeting Advertisements to Users of Social-Networking and Other Web 2.0 Websites and Applications	Oct. 22, 2007	United States	Abandoned on 10/11/2011	Lotame Solutions, Inc.
61/192,532 (Provisional patent application)	Systems and Methods for Measuring Success and Effectiveness of an Advertisement and its Associated Campaign in Social-Networking and Other Web 2.0 Websites and Applications	Sept. 19, 2008	United States	Expired	-
12/393,546	Method of Tracking and Targeting Internet Payloads Based on Time Spent Actively Viewing	Feb. 26, 2009	United States	Abandoned on 9/17/2012	Lotame Solutions, Inc.
PCT/US2014/072488	Cookieless Management Translation and Resolving of Multiple Device Identities For Multiple Networks	Dec. 29, 2014	PCT	Expired	Lotame Solutions, Inc.
14/144,351 (U.S. Patent No. 9,686,276)	Cookieless Management Translation and Resolving of Multiple Device Identities For Multiple Networks	Dec. 30, 2013	United States	Issued Patent	Lotame Solutions, Inc.
PCT/US2014/035110	Automatically Determining Relationships Between Mobile Devices	April 23, 2014	PCT	Expired	Lotame Solutions, Inc.
13/886,187	Automatically Determining Relationships Between Mobile Devices	May 2, 2013	United States	Published/Pending	Lotame Solutions, Inc.
62/581,488 (Provisional patent application)	Systems and Methods for Using a Machine-Learning Model to Manage the Presentation of Digital Content Based on a Digital Footprint	Nov. 3, 2017	United States	Pending	Lotame Solutions, Inc.


SCHEDULE 2

Exhibit C

Trademarks

Country	Mark	Status/ Sub Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Australia	CROWD CONTROL	Registered	1470909 Jan 24, 2012	1470909 Jan 24, 2012	Lotame Solutions, Inc.	09 Scientific, nautical, cinematographic, weighing, signalling and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; magnetic data carriers; recording discs; compact discs; DVDs and other digital recording media; mechanisms for coin-operated apparatus; cash registers; calculating machines; data processing equipment; computers; computer software; fire-extinguishing apparatus; none of the foregoing goods being in the field of, or specifically adapted for, the control of physical or virtual crowds. Advertising; business management; business administration; office function; data management services.
Australia	LOTAME	Registered	1633493/(R12 08481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
Canada	LOTAME	Registered	1655009 Dec 5, 2013	923667 Dec 16, 2015	Lotame Solutions, Inc.	Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, namely audience click, download, upload, video completion behaviors, audience social interests, and audience demographic information, in order to deliver advertising and editorial content targeted to specific consumers.
European Union	LOTAME	Registered	(/R1208481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
India	LOTAME	Registered	2776889/(R12 08481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
International Bureau (WIPO)	LOTAME	Registered	1208481 Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
Singapore	LOTAME	Registered	T1410993D/(R1208481) Dec 4, 2013	1208481 Dec 4, 2013	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.

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Country	Mark	Status/ Sub Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
United States of America	LOTAME	Registered	77153637 Apr 11, 2007	3676952 Sep 1, 2009	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, maintenance, processing, and storing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers.
United States of America	LOTAME	Registered	86135080 Dec 4, 2013	4683615 Feb 10, 2015	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers. 42 Software as a Service (SAAS), namely, software for online data management allowing users to track specified data points about visitors to specified websites and applications to enable an evaluation on how to maximize advertising spend, customize online content and to increase Internet traffic.
United States of America	LOTAME (and design) 	Registered	86135045 Dec 4, 2013	4669903 Jan 13, 2015	Lotame Solutions, Inc.	35 Data management services for use in the electronic collection, organization, processing, sorting and sharing of behavioral and social data, in order to deliver advertising and/or content targeted to specific consumers. 42 Software as a Service (SAAS), namely, software for online data management allowing users to track specified data points about visitors to specified websites and applications to enable an evaluation on how to maximize advertising spend, customize online content and to increase Internet traffic.

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RECORDED: 01/31/2018