

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOBILEFUSE LLC		05/07/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 South Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4915683	MINDSET TARGETING	
Registration Number:	4973085	MINDSET MOMENTS	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	03/29/2018		
Total Attachments: 5			
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OP \$65.00 4915683

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 7, 2015 by and between HERITAGE BANK OF COMMERCE, a California corporation ("Bank") and MobileFuse LLC, a Delaware limited liability company ("Borrower").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Bank, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Lender's remedies hereunder are set forth in Section 9 of the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

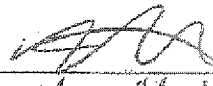
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers (hereunto duly authorized as of the first date written above).

Address of Borrower:

36 Maple Place
Manhasset, New York 11030
Attn: Kenneth Harlan
Fax:
Email:

BORROWER:

MOBILEFUSE LLC


By: 
Name: Kenneth Harlan
Title: CEO

Address of Lender:

150 South Almaden Blvd.
San Jose, CA 95113
Attn: Mike Hansen
Fax: (408) 947-6910
Email: Mike.Hansen@herbank.com

BANK:

HERITAGE BANK OF COMMERCE

By: 
Name: Mike Hansen
Title: SUP & Manage

SCHEDULE C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
MF MOBILEFUSE	86534416	*
MOBILEFUSE	86533793	*
MINDSET TARGETING	4915683	March 8, 2016
MINDSET MOMENTS	4973085	June 7, 2016
RECEPTIVE MOMENTS	86792599	*

* indicates dead, abandoned or cancelled trademark