

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pacific Western Bank		04/16/2018	California state chartered bank: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESW Holdings, Inc.		
<b>Street Address:</b>	401 Congress Ave., #2650		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77307513	ONESPOT	
<b>Serial Number:</b>	77501776	ONE SPOT	
<b>Serial Number:</b>	86257887	CONTENT SEQUENCING	
<b>Serial Number:</b>	77150605	LARGESMALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-479-6338		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Brian Hopkins		
<b>Address Line 1:</b>	1114 Avenue of the Americas, 48th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036-7798		
<b>NAME OF SUBMITTER:</b>	Leanne M. Andrepont		
<b>SIGNATURE:</b>	/Leanne M. Andrepont/		
<b>DATE SIGNED:</b>	04/27/2018		
<b>Total Attachments: 9</b>			
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# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corp2000  
720 14th Street  
Sacramento, CA 95814

Delaware Department of State  
U.C.C. Filing Section  
Filed: 03:12 PM 04/17/2018  
U.C.C. Initial Filing No: 2016 3810254  
Amendment No: 2018 2605950  
Service Request No: 20182758482

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
20163810254

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
File: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record  
AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME  
ESW HOLDINGS, INC.

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

JONESSPROSS, 1605 LAKECLIFF HILLS LN #100	CITY AUSTIN	STATE TX	POSTAL CODE 78732	COUNTRY US
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
PACIFIC WESTERN BANK

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:  
DE-SOS Debtor: OneSpot, Inc.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3934016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ONESPOT, INC.	06/22/2016
<b>RECEIVING PARTY DATA</b>	
Name:	PACIFIC WESTERN BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	7761423
Patent Number:	8484205
Application Number:	13780501
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(919)354-1278
<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:	9193143114
Email:	diligencereview@square1bank.com
Correspondent Name:	PACIFIC WESTERN BANK
Address Line 1:	406 BLACKWELL STREET
Address Line 2:	SUITE 240
Address Line 4:	DURHAM, NORTH CAROLINA 27701
NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE-JLT/
DATE SIGNED:	06/24/2016
Total Attachments: 6	
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REEL: 006346 FRAME: 0028

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**TRADEMARK**  
**REEL: 006346 FRAME: 0029**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 22, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and ONESPOT, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

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concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*[Signature Page Follows]*

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

Address of Grantor:

515 Congress Avenue, Suite 2420  
Austin, TX 78701

GRANTOR:

ONESPOT, INC.

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

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

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

*[Signature]*

Steven Sachs

CEO

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

BANK:

PACIFIC WESTERN BANK

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

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

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

*[Signature]*

Jon Beard

SVP

*[Signature Page to Intellectual Property Security Agreement]*



EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

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REEL: 039002 FRAME: 0421

TRADEMARK  
REEL: 006346 FRAME: 0033

EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
System and method for generating sources of prioritized content	7761423	07/20/2010
System and method for generating sources of prioritized content	8484205	07/09/2013
Automatic generation of digital advertisements	13/780,501	02/28/2013

PATENT

REEL: 039002 FRAME: 0422

TRADEMARK

REEL: 006346 FRAME: 0034

EXHIBIT C  
TRADEMARKS

Description	Serial Number	Registration/ Application Date
ONESPOT	77307513	04/07/2009
ONE SPOT	77501776	01/27/2009
CONTENT SEQUENCING	86257887	03/31/2015
LARGESMALL	77150605	04/06/2007

RECORDED: 06/24/2016

PATENT  
REEL: 039002 FRAME: 0423

RECORDED: 04/27/2018

TRADEMARK  
REEL: 006346 FRAME: 0035