

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POWERREVIEWS OC, LLC		03/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77180489	BUZZILLIONS	
<b>Serial Number:</b>	77180441	BUZZILLIONS	
<b>Serial Number:</b>	77180371	BUZZILLIONS	
<b>Serial Number:</b>	77180412	BUZZILLIONS	
<b>Serial Number:</b>	77180514	BUZZILLIONS	
<b>Serial Number:</b>	77747627	IN-LINE SEO	
<b>Serial Number:</b>	77747671	IN-LINE SEO	
<b>Serial Number:</b>	77289944	POWERREVIEWS	
<b>Serial Number:</b>	77289968	POWERREVIEWS	
<b>Serial Number:</b>	85417003	POWERREVIEWS	
<b>Serial Number:</b>	77325677	REVIEW SNAPSHOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		

CH \$290.00 77180489

TRADEMARK

**Address Line 1:** 406 BLACKWELL STREET  
**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

**NAME OF SUBMITTER:** NICHOLAS NANCE

**SIGNATURE:** /Nicholas Nance- adb/

**DATE SIGNED:** 04/04/2018

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 30, 2018 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **POWERREVIEWS OC, LLC**, a Delaware limited liability company ("**Grantor**").

### **RECITALS**

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, PowerReviews, Inc., and Viewpoints, LLC dated July 3, 2014 (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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (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.

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

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights 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**, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**POWERREVIEWS OC, LLC**

1 N Dearborn St., Suite 800  
Chicago, IL 60602

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

Name: **Matt Moog** \_\_\_\_\_

Title: **Chief Executive Officer** \_\_\_\_\_

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

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

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

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

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

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**POWERREVIEWS OC, LLC**

1 N Dearborn St., Suite 800  
Chicago, IL 60602

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

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

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

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

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

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

Name: Myka Degeys

Title: VP

**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B**

**PATENTS**


<b>Title</b>	<b>Application/Patent No.</b>	<b>Filing/Issue Date</b>
APPLICATION SERVICE PROVIDER DELIVERY SYSTEM	9,648,093	05/09/2017
SYSTEMS AND METHODS FOR GENERATING ADAPTIVE SURVEYS AND REVIEW PROSE	9,721,265	08/01/2017
Application service provider delivery system*	8,825,793	09/02/2014
Consumer product review system using a comparison chart*	7,937,391	05/03/2011
Application service provider delivery system*	7,930,363	04/19/2011
System for dynamic product summary based on consumer-contributed keywords*	7,620,651	11/17/2009

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\*Patent registration reflects POWERREVIEWS, LLC, the former name of Grantor



**EXHIBIT C**  
**TRADEMARKS**

<b>Trademark</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
BUZZILLIONS	77/180489 14-May-2007	3491198 26-Aug-2008
BUZZILLIONS	77/180441 14-May-2007	3491197 26-Aug-2008
BUZZILLIONS	77/180371 14-May-2007	3587907 10-Mar-2009
BUZZILLIONS	77/180412 14-May-2007	3447962 17-Jun-2008
BUZZILLIONS	77/180514 14-May-2007	3447963 17-Jun-2008
IN-LINE SEO	77/747627 29-May-2009	3826993 03-Aug-2010
IN-LINE SEO	77/747671 29-May-2009	3809382 29-Jun-2010
POWERREVIEWS	77/289944 26-Sep-2007	3515107 14-Oct-2008
POWERREVIEWS	77/289968 26-Sep-2007	3515108 14-Oct-2008
PowerReviews and Design  PowerReviews	85/417003 07-Sep-2011	4138514 08-May-2012
REVIEW SNAPSHOT	77/325677 09-Nov-2007	3459872 01-Jul-2008