

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scribble Technologies Inc.		06/22/2018	Corporation: ONTARIO
Scribble Technologies (US) Corp		06/22/2018	Corporation: DELAWARE
Scribble Technologies Canada Inc.		06/22/2018	Corporation: ONTARIO
Appinions Inc.		06/22/2018	Corporation: DELAWARE
Linkdex Inc.		06/22/2018	Corporation: DELAWARE
Visually, Inc.		06/22/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 Tasman Drive
<b>Internal Address:</b>	HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4434576	APPINIONS
Registration Number:	4434577	APPINIONS
Registration Number:	4543899	INFLUENCE GAP
Registration Number:	4059268	COVERITLIVE
Registration Number:	4220536	RSS GRAFFITI
Registration Number:	4303555	LIVEARTICLE
Registration Number:	4383873	SCRIBBLELIVE
Registration Number:	4788093	SCRIBBLELIVE

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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.*

TRADEMARK

**Phone:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**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:** F177737 TM

**NAME OF SUBMITTER:** Andrew Nash

**SIGNATURE:** /Andrew Nash/

**DATE SIGNED:** 06/22/2018

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of June 22, 2018, by and between (i) **SILICON VALLEY BANK** (“**Bank**”) and (ii) Scribble Technologies Inc., a corporation organized under the laws of the Province of Ontario (“**Scribble**”), Scribble Technologies (US) Corp., a Delaware corporation (“**Scribble US**”), Scribble Technologies Canada Inc., a corporation organized under the laws of the Province of Ontario (“**Scribble Canada**”), Appinions Inc., a Delaware Corporation (“**Appinions**”), each having a mailing address of 303-49 Spadina Avenue, Toronto, Ontario, M5V 2J1, Visually, Inc., a Delaware corporation, whose address is 77 Geary Street, 5<sup>th</sup> Floor, San Francisco, California 94108 (“**Visually**”), and Linkdex Inc., a Delaware corporation, having a mailing address of 21 W 46<sup>th</sup> Street, Suite 502, New York, New York 10036 (“**Linkdex**”; Scribble, Scribble US, Scribble Canada, Appinions, Visually, and Linkdex are referred to herein, each and collectively, as “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 24, 2012 (as amended, and as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Intellectual Property constituting Collateral (collectively, the “**Intellectual Property Collateral**”) to secure the obligations of Grantor to Bank.

B. 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations, 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, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Notwithstanding the foregoing, this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, to the extent that the security interest granted hereunder is governed by such laws pursuant to the laws of the Province of Ontario (including the conflict of laws provisions thereof).

[Signature page follows]


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

**GRANTOR:**


**SCRIBBLE TECHNOLOGIES INC.**

By:  \_\_\_\_\_  
Name:  
Title:

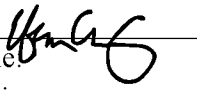
**SCRIBBLE TECHNOLOGIES (US) CORP.**

By:  \_\_\_\_\_  
Name:  
Title:


**SCRIBBLE TECHNOLOGIES CANADA INC.**

By:  \_\_\_\_\_  
Name:  
Title:

**APPINIONS INC.**

By:  \_\_\_\_\_  
Name:  
Title:

**VISUALLY INC.**

By:  \_\_\_\_\_  
Name:  
Title:

**LINKDEX INC.**

By:  \_\_\_\_\_  
Name:  
Title:

BANK:

SILICON VALLEY BANK

By:   
Name: \_\_\_\_\_  
Title: **Mark Rosshirt**  
**Vice President**

EXHIBIT A

Copyrights

None.



**EXHIBIT B**

Patents and Patent Applications

	<b>Patent Title</b>	<b>Publication No.</b>	<b>Country</b>	<b>Recorded Owner</b>	<b>Inventors</b>	<b>Status</b>
1.	System and Method for Syndicating Dynamic Content for Online Publication	Canada Patent No. CA 2802739  PCT No. PCT/CA2012/000345	Canada	Scribble Technologies Inc. (Canada)	De Miranda, Jean-Pierre (Canada); Keebler, Jonathan (Canada); McCausland, Matthew (Canada); Wiercioch, Krzysztof (Canada)	Issued August 12, 2014
2.	System and Methods for Facilitating the Synchronization of Data	Canada Patent No. CA 2802746  PCT No. PCT/CA2012/050127	Canada	Scribble Technologies Inc. (Canada)	Keebler, Jonathan (Canada); Wiercioch, Krzysztof (Canada)	Issued August 19, 2014
3.	System and Method for Generating Digital Content	Canada Patent App. No. CA 2869699  PCT No. PCT/CA2013/000292	Canada	Scribble Technologies Inc. (Canada)	Keebler, Jonathan (Canada); Wiercioch, Krzysztof (Canada); De Miranda, Jean-Pierre (Canada); McCausland, Matthew (Canada)	Pending PCT filing date March 27, 2013
4.	System and Method for Managing Online Dynamic Content	Patent App. No. CA 2832809  PCT No. PCT/IB2011/001263	Canada	Scribble Technologies Inc. (Canada)	Keebler, Jonathan (Canada)	Pending PCT filing date April 11, 2011
5.	System and Methods for Facilitating the Synchronization of Data	US Patent No. 9,060,007	United States	Scribble Technologies Inc. (Toronto, CA)	Keebler, Jonathan (Toronto, CA); Wiercioch, Krzysztof	Issued June 16, 2015

					(Mississauga, CA)	
6.	Systems and method for facilitating the synchronization of data on multiple user computers	US Patent No. 8,762,332	United States	Scribble Technologies Inc. (Toronto, CA)	Keebler, Jonathan (Toronto, CA); Wiercioch, Krzysztof (Mississauga, CA)	Issued June 24, 2014
7.	System and Method for Generating Digital Content	US Patent App. No. 14/390831 PCT No. PCT/CA2013/000292	United States	Scribble Technologies Inc. (Toronto, CA)	Keebler, Jonathan (Toronto, CA); Wiercioch, Krzysztof (Mississauga, CA); de Miranda, Jean-Pierre (Stouffville, CA); McCausland, Matthew (Milton, CA)	Pending PCT filed: March 27, 2013
8.	System and Method for Managing Online Dynamic Content	US Patent App. No. 14/123583	United States	Scribble Technologies Inc. (Toronto, CA)	Keebler, Jonathan (Toronto, CA)	Pending Filed: July 18, 2011
9.	System and Method for Generating Digital Content	US App. No. 13/856414	United States	Scribble Technologies Inc. (Toronto, CA)	Keebler, Jonathan (Toronto, CA); Wiercioch, Krzysztof; (Mississauga, CA); De Miranda, Jean-Pierre (Stouffville, CA); McCausland, Matthew (Milton, CA)	Pending Filed: April 3, 2013
10.	System and Method for Syndicating Dynamic Content for Online	AU App. No. 2012243387	Australia	Scribble Technologies Inc.	Keebler, Jonathan; Wiercioch, Krzysztof; De Miranda, Jean-Pierre;	Pending Filed: April 10, 2012

	Publication					McCausland, Matthew	
11.	System and Methods for Facilitating the Synchronization of Data	AU App. No. 2012225130	Australia	Scribble Technologies Inc.	Keebler, Jonathan; Wiercioch, Krzysztof		Pending Filed: March 2, 2012
12.	System and Method for Managing Online Dynamic Content	AU App. No. 2011365316	Australia	Scribble Technologies Inc.	Keebler, Jonathan		Pending Filed: April 11, 2011
13.	System and Method for Generating Influencer Scores	US App. No. 14/034,402 Pub. No. 20140089323 A1 March 27, 2014	United States	Appinions Inc., New York, NY	Wu, Chia-Wei (New Taipei City, TW); Cardie, Claire (Ithaca, NY); Levy, Laurence (Scarsdale, NY); Wu, Shaomei (Berkeley, CA); Barash, Vladimir Dmitrievich (Somerville, MA); Pierce, David Rusell (Irvington, NY)		Pending Filed: September 23, 2013
14.	System and Method for Automatically Summarizing Fine-Grained Opinions in Digital Text	8,280,885	United States	Appinions Inc.			
15.	System and Method for Automatically Summarizing Fine-Grained Opinions in Digital Text	13/629,004	United States	Appinions Inc.			

EXHIBIT C

Trademarks

	<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Recorded Owner</b>	<b>Status</b>
1.	Australia	RSS GRAFFITI	1473873	July 24, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
2.	Australia	SCRIBBLELIVE	1550015	April 29, 2014	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
3.	Australia	COVERITLIVE	1532020	December 17, 2014	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
4.	Canada	LIVEARTICLE	TMA834522	October 17, 2012	Scribble Technologies Inc. 215 Niagara Street, Suite 200 Toronto, ON M6J 2L2	Registered
5.	Canada	LIVEPAGE	TMA836365	November 14, 2012	Scribble Technologies Inc. 215 Niagara Street, Suite 200 Toronto, ON M6J 2L2	Registered
6.	Canada	SCRIBBLELIVE	TMA853246	June 12, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
7.	Canada	RSS GRAFFITI	TMA860432	September 17, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
8.	Canada	SCRIBBLELIVE & design	TMA867284	December 12, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
9.	Canada	COVERITLIVE	TMA875570	April 04, 2014	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
10.	United States	APPINIONS	4434576	November 19, 2013	Appinions Inc. (Corporation Delaware) 261 Madison Avenue, 14th Floor	Registered

					New York New York USA 10016	
11.	United States	APPINIONS	4434577	November 19, 2013	Appinions Inc. (Corporation Delaware) 261 Madison Avenue, 14th Floor New York New York USA 10016	Registered
12.	United States	INFLUENCE GAP	4543899	June 3, 2014	Appinions Inc. (Corporation Delaware) 261 Madison Avenue, 14th Floor New York New York USA 10016	Registered
13.	United States	COVERITLIVE	4059268	November 22, 2011	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
14.	United States	RSS GRAFFITI	4220536	October 9, 2012	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
15.	United States	LIVEARTICLE	4303555	March 19, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
16.	United States	SCRIBBLELIVE	4383873	August 13, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
17.	United States	SCRIBBLELIVE	4788093	August 11, 2015	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered
18.	European Union	SCRIBBLELIVE	011701273	August 26, 2013	Scribble Technologies Inc. 488 Wellington St. West Suite 200 Toronto ON M5V 1E3	Registered

EXHIBIT D

Mask Works

None.