

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481413

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONVERSIONPOINT TECHNOLOGIES INC.		06/30/2018	Corporation: DELAWARE
PUSH HOLDINGS, INC.		06/30/2018	Corporation: DELAWARE
PUSH INTERACTIVE, LLC		06/30/2018	Limited Liability Company: DELAWARE
COMISEO, LLC		06/30/2018	Limited Liability Company: MINNESOTA
ALPINE COMPUTING SYSTEMS, LLC		06/30/2018	Limited Liability Company: DELAWARE
BASE CAMP TECHNOLOGIES, LLC		06/30/2018	Limited Liability Company: DELAWARE
BRANDED RESPONSE INC.		06/30/2018	Corporation: CALIFORNIA
PUSH PROPERTIES LLC		06/30/2018	Limited Liability Company: MINNESOTA
TAMBLE INC.		06/30/2018	Corporation: DELAWARE
TREMETA LLC		06/30/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MONTAGE CAPITAL II, L.P.
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100
<b>City:</b>	Campbell
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95008
<b>Entity Type:</b>	Limited Partnership: DELAWARE
<b>Name:</b>	PARTNERS FOR GROWTH IV, L.P.
<b>Street Address:</b>	1660 Tiburon Blvd., Suite D
<b>City:</b>	Tiburon
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94920
<b>Entity Type:</b>	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87889521	ASTROLOGYNOVA
Serial Number:	87901069	CLICKIFY
Serial Number:	87626635	BLUEDRONE
Serial Number:	87626555	DRIVEBY

**CORRESPONDENCE DATA**

Fax Number: 6506440520

*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.*

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

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	07/11/2018

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 2018 by and between ConversionPoint Technologies Inc., a Delaware corporation ("ConversionPoint"), Push Holdings, Inc., a Delaware corporation ("Push Holdings"), Push Interactive, LLC, a Delaware limited liability company ("Push Interactive"), Comiseo, LLC, a Minnesota limited liability company ("Comiseo"), Alpine Computing Systems, LLC, a Delaware limited liability company ("Alpine"), Base Camp Technologies, LLC, a Delaware limited liability company ("Base Camp"), Branded Response Inc., a California corporation ("Branded Response"), Push Properties LLC, a Minnesota limited liability company ("Push Properties"), Tamble Inc., a Delaware corporation ("Tamble") and Tremeta LLC, a Delaware limited liability company ("Tremeta"), Partners for Growth IV, L.P., a Delaware limited partnership ("PFG"), and Montage Capital II, L.P., a Delaware limited partnership ("Montage" and together with PFG, the "Lenders"). ConversionPoint, Push Holdings, Push Interactive, Comiseo, Alpine, Base Camp, Branded Response, Push Properties, Tamble and Tremeta are each referred to herein as a "Borrower" and collectively, as the "Borrowers".

### RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lenders, SellPoints, Inc. and Borrowers dated as of September 29, 2016 and as amended from time to time (collectively, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lenders 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 Borrowers and Lenders, each Borrower grants to Lenders a security interest in all of such 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. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such 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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

[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 Borrowers:


c/o SellPoints, Inc.  
1198 65th St., #250  
Emeryville, CA 94608  
Attn: Brian O'Keefe, CEO

**BORROWERS:**


ConversionPoint Technologies Inc.

By:   
Name: Robert Tallack  
Title: Chief Executive Officer


Push Holdings, Inc.

By:   
Name: Haig Newton  
Title: Chief Executive Officer

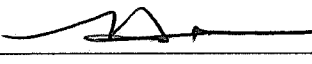
Push Interactive, LLC

By:   
Name: Haig Newton  
Title: Chief Executive Officer

Comiseo, LLC

By:   
Name: Haig Newton  
Title: Chief Executive Officer


Alpine Computing Systems, LLC

By:   
Name: Haig Newton  
Title: CEO of Push Holdings, Inc., Managing Member

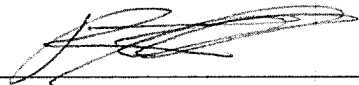
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWERS:**


Base Camp Technologies, LLC

By:   
Name: Haig Newton  
Title: CEO of Push Holdings, Inc., Managing Member


Branded Response Inc.

By:   
Name: Robert Tallack  
Title: Chief Executive Officer


Push Properties LLC

By:   
Name: Haig Newton  
Title: Chief Executive Officer

Tamble Inc.

By:   
Name: Haig Newton  
Title: Chief Executive Officer

Tremeta LLC

By:   
Name: Haig Newton  
Title: Manager

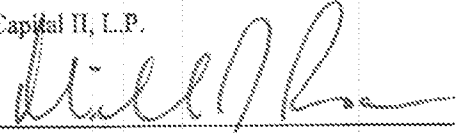
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LENDERS:

Address of Montage:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Mike Rose

Montage Capital II, L.P.

By:   
Name: MICHAEL J. ROSE  
Title: MANAGING DIRECTOR

Address for PFG:

1660 Tiburon Blvd., Suite D  
Tiburon, CA 94920  
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

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

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.

LENDERS:

Address of Montage:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Mike Rose

Montage Capital II, L.P.

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

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

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

Address for PFG:

1660 Tiburon Blvd., Suite D  
Tiburon, CA 94920  
Attn: Chief Financial Officer

Partners for Growth IV, L.P.

By: George Allen

Name: George Allen

Title: Manager Partners for Growth IV, LLC

Its General Partner

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>



SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	Patent / Application <u>Number</u>	Issue /Application <u>Date</u>

SCHEDULE C

Trademarks

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
Push Holdings	ASTROLOGYNOVA	87889521		April 23, 2018
Push Interactive	CLICKIFY	87901069		April 30, 2018
Comiseo	BLUEDRONE	87626635		September 28, 2017
Comiseo	DRIVEBY	87626555		September 28, 2017