

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YIELDMO, INC.		08/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5507870	DATA BY DESIGN	
Serial Number:	87712088	EMP	
Serial Number:	87748676	YM	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	8585506472		
Email:	dmonteblanco@cooley.com		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1776		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		
SIGNATURE:	/DEREK MONTEBLANCO/		
DATE SIGNED:	08/13/2018		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2016 by and between COMERICA BANK ("Bank") and YIELDMO, 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 June 18, 2013, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of June 18, 2014, that certain Second Amendment to Loan and Security Agreement dated as of September 12, 2014, that certain Third Amendment to Loan and Security Agreement dated as of April 21, 2015, and that certain Fourth Amendment to Loan and Security Agreement dated as of November 20, 2015 (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). Bank and Borrower propose to enter into a Fifth Amendment to Loan and Security Agreement and Prime Referenced Rate Addendum dated as of even date herewith (the "Amendment"). Bank is willing to enter in to the Amendment, 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.

B. Pursuant to the terms of the Amendment, 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 Grantor and Bank, 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 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.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include any "intent to use" trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

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 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.

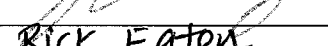
GRANTOR:

Address of Grantor:

218 West 18th Street, 2nd Floor
New York, NY 10011

Attn: Chief Financial Officer

YIELDMO, INC.

By: 
Name: RICK EATON
Title: CFO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

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.

GRANTOR:

Address of Grantor:

218 West 18th Street, 2nd Floor
New York, NY 10011

Attn: Chief Financial Officer

YIELDMO, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By:  _____

Name: Garin Garrull

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B to IPSA

Patents

Description	Patent / Application Number	Issue / Application Date
As advertisement that changes its displayed content based on a manipulation of a webpage by a user; abstracted "hyperscroller."	PRV 62/068,646 US 14/592,883* PCT/US15/64460*	10/25/2014 1/8/2015 12/8/2015
Header, footer, and intermediate advertisements for the same brand or product on one webpage.	PRV 62/059,974 US 14/668,937* PCT/US15/53112*	10/5/2014 3/25/2015 9/30/2015
Multiple segments of one advertising campaign interspersed throughout on one webpage or across multiple webpages; abstracted "stories."	PRV 62/119,176 US 15/048,994* PCT/US16/18819*	2/21/2015 2/19/2016 2/20/2016
Testing and modifying advertisement formats for various optimization requirements and reusing optimized formats for similar users or at similar locations.	PRV 62/114,564 US 15/040,850* PCT/US16/17410*	2/10/2015 2/10/2016 2/10/2016
(Pettitt, acquired) Republishing and syndicating digital content; registering a syndication engine to indicate content for syndication + monetization model for content.	PRV 61/447,567 US 14/012,066	2/18/2012 8/28/2013
Advertisement format optimized for a particular user and reused for future advertisements on the user's device.	PRV 62/175,205*	6/12/2015
hyperscroller, hyperplay, hyperscroller-broadened, pull + window, switch + lookbook, windowplay, elevator. US covers hyperscroller, pull, and window. US2 covers hyperplay and closed-loop video within hyperplay. Describes our approach to playing through frames of video in response to user interaction.	PRV 62/197,929 PATENT 9,852,759 US2 15/466,603 PATENT 9,966,109 US4 15/816,853 US5 15/937,062	7/28/2015 7/22/2016 3/22/2017 11/17/2017 11/17/2017 3/27/2018
Caching web pages to correct state loss in back-forward caching in mobile Safari on iOS.	PRV 62/200,606*	8/3/2015
Will cover an approach to jumping outside of our placement iframe to create an immersive overlay of an ad experience.	PRV 62/375,228 US 15/677,259	8/15/2016 8/15/2017
Describes the technologies and methods that define our architecture for modular formats.	PRV 62/424,953 US 15/806,735	11/21/2016 11/7/2017
360 video ads in iframe. Unique engagement metrics based on what user viewed in 360 video.	PRV 62/474,549*	3/21/2017
"impact score" Sum of pixels viewed over time	PRV 62/552,901	8/31/17
"static asset transformation" Extracting features from 300 x 250 static ad and transforming into multiple interactive formats. Preemptive remote generation + real-time generation at device.	US 15/872,688	1/16/2018
"AI" Artificial intelligence methods for intelligently predicting user engagement with ads; leveraging engagement predictions to customize ads for certain outcomes (click-through, brand lift, etc.)	PRV 62/678,194	5/30/2018
"pinger" Data collection. In-stream aggregation of 200ms pings from ads on webpages (or in apps). In-stream transformation of pings into scroll events, time spent, impact score, viewability, etc.	PRV 62/694,419	7/5/2018
"design: carousel advertising" (design patent)	PATENT D793,424 US2 29/608,063	12/13/2015 6/19/2017
"design: ticker advertisement" (design patent)	PATENT D810,754	3/10/2016
"design: stacked advertisement"	PATENT D785,643	3/9/2016

EXHIBIT C to IPSA

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
YIELDMO	4,755,727	6/16/2015
YIELDMO (w/color)	4,461,377	1/7/2014
SAVING THE WORLD FROM BAD MOBILE ADS	4,764,742	6/30/2015
EXPECT MORE FROM MOBILE ADVERTISING	4,901,514	2/16/2016
DATA BY DESIGN	5,507,870	07/03/2018
EMP	87/712,088	12/07/2017
YM	87/748,676	01/09/2018