

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATW Partners LLC		08/06/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Social Reality, Inc.
Street Address:	456 Seaton Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90013
Entity Type:	Corporation: DELAWARE
Name:	Steel Media
Street Address:	456 Seaton Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90013
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5212240	SRAX(MD)
Registration Number:	5133228	SRAXMD
Registration Number:	5133218	DOCTRAX MATCH
Registration Number:	5133215	DOCTRAX
Registration Number:	5133212	DOCTRAX
Serial Number:	87747280	ROOMRX
Serial Number:	87747205	RAPIDTAG
Serial Number:	87338339	MOSEE

CORRESPONDENCE DATA

Fax Number: 2123707889

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.

OP \$215.00 5212240

Phone: 212-370-1300
Email: pto@egsllp.com
Correspondent Name: ATUL R. SINGH
Address Line 1: 1345 Avenue of the Americas, 11th Floor
Address Line 2: ELLENOFF GROSSMAN & SCHOLE LLP
Address Line 4: NEW YORK, NEW YORK 10105

ATTORNEY DOCKET NUMBER: 15139.001

NAME OF SUBMITTER: Atul R. Singh

SIGNATURE: /Atul R. Singh/

DATE SIGNED: 08/07/2018

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest ("Release") is dated as of August 6, 2018 and granted in favor of Social Reality, Inc., a Delaware corporation ("Company"), and its subsidiary Steel Media, a California corporation ("Guarantor") and, together with the Company, the "Debtors", by ATW Partners LLC ("Agent"), a Delaware limited liability company, as agent for the holders of the Company's 12.5% Senior Secured Convertible Debentures (collectively, the "Debentures") due April 21, 2020 (together with the Agent, and all of their endorsees, transferees and assigns, collectively, the "Secured Parties").

Recitals

WHEREAS, in order to induce the Secured Parties to extend the loans evidenced by the Debentures, each Debtor previously executed and delivered to the Secured Parties each of (i) that certain Security Agreement by and among the Debtors and the Secured Parties, dated as of April 20, 2017, as amended (the "Debenture Security Agreement") and (ii) that certain Intellectual Property Security Agreement by and among the Debtors and the Agent, dated as of May 11, 2017 (the "Intellectual Property Security Agreement" and together with the Debenture Security Agreement, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtors granted to the Secured Parties and the Agent for the ratable benefit of the Secured Parties a security interest in and to any and all of the Debtors' right, title and interest in and to the Intellectual Property (as defined in the Debenture Security Agreement and the Intellectual Property Security Agreement, respectively);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006085, Frame 0137 on June 15, 2017; and

WHEREAS, the Debtors have requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtors of any and all right, title and interest that the Secured Parties may have in the SRAXmd Intellectual Property Collateral (defined below) pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent agrees as follows:

Agreement

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their endorsees, transferees and assigns, hereby terminates, releases and discharges any and all security interests that the Agent and the Secured Parties have pursuant to the Security Agreement, to the full extent that any security interest was granted to the same by the Security Agreement, in any and all right, title and interest of the Debtors, and reassigns to the Debtors any and all right, title and interest that it may have, in, to and under the following (collectively, the "SRAXmd Intellectual Property Collateral") only:

(a) patents and patent applications of the Debtors listed on Exhibit A attached hereto and hereby made a part hereof, including, without limitation, the inventions and improvements described and claimed therein, and (a) all reissues, divisionals, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present, and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and

(b) registered and unregistered trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications of the Debtors listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Debtors' business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world.

2. Non-Release; Effectiveness of Release. The Debtors and the Agent hereby acknowledge and agree that the Intellectual Property (as defined in the Debenture Security Agreement and the Intellectual Property Security Agreement, respectively), other than the SRAXmd Intellectual Property Collateral, remains subject to the security interest granted pursuant to the Security Agreement to the Secured Parties and the Agent for the ratable benefit of the Secured Parties. This Release is delivered by the Agent solely in connection with the Company's sale of assets associated with the SRAXmd business unit pursuant to the Asset Purchase Agreement, dated as of July 29, 2018.

3. Authorization. The Agent represents and warrants that it has the authority under the Security Agreement to deliver this Release on behalf of the Secured Parties (as defined in the Security Agreement), which Secured Parties are: (i) Anson Investments Master Fund LP; (ii) Marcia Kent Spousal Lifetime Access Trust dtd 12/24/12; (iii) Erica Kent; (iv) Hans J. Bos and Dianan Fernandez JT TEN; (v) Ludisa Trust; (vi) Abiding Ventures, LLC; (vii) Ivonne M. Letschert; (viii) Nico P. Pronk; (ix) Puritan Partners LLC; (x) Chris Wrolstad; (xi) Steve Ossello; (xii) 3983 LLC; (xiii) Richard Schmitz; (xiv) Jeffrey J. Schmitz; (xv) H. Leigh Severance; (xvi) ATW Fund I, L.P.; and (xvii) ATW Master Fund II, L.P.; and their respective endorsees, transferees or assigns.

4. Further Assurances. Agent agrees to take all further actions, and provide to the Debtors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

5. Governing Law. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent, on behalf of itself and the Secured Parties, has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

AGENT

ATW PARTNERS LLC

By: 

Name: ANTONIO RUIZ-GIMENEZ


Title: MANAGING DIRECTOR.

EXHIBIT A

PATENTS

Application/Patent No.	Filing Date	Title
62/453,871	February 2, 2017	DATA EXTRACTION AND MANIPULATION FOR TARGETED MESSAGING ON PORTABLE COMPUTER DEVICES
15816381	November 17, 2017	EXTERNAL TRIGGERING OF GEOGRAPHICALLY FOCUSED TARGETED MESSAGING AND RELATED MASSIVE DATA MANAGEMENT

EXHIBIT B
TRADEMARKS

App/Reg No.	Mark	Class	Identification of Services
5212240		035	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services
5133228	SRAXMD	035; 042	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services Application service provider, namely, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites, of others in the fields of advertising and marketing
5133218	DOCTRAX MATCH	035	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others
5133215	DOCTRAX	035	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others
5133212	DOCTRAX	035	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others
87747280	ROOMRX	035	Advertising services, namely, identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to consumers located in close proximity to healthcare and pharmaceutical professional locations through use of cellular radius IP targeting and population health record data

87747205	RapidTag	035	Advertising services, namely, identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to specifically targeted healthcare and pharmaceutical professionals and locations
	MOSEE		Advertising services, namely, identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to specifically targeted healthcare and pharmaceutical professionals and locations.