

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499769

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANCHORFREE INC. | | 11/27/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PACIFIC WESTERN BANK | | |
| Street Address: | 406 Blackwell Street | | |
| Internal Address: | Suite 240 | | |
| City: | Durham | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | STATE CHARTERED BANK: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5294805 | HOTSPOT SHIELD | |
| Registration Number: | 5294807 | | |
| Registration Number: | 4225414 | ANCHORFREE | |
| Registration Number: | 4892495 | BETTERNET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 919-314-3086 | | |
| Email: | diligencereview@square1bank.com | | |
| Correspondent Name: | PACIFIC WESTERN BANK | | |
| Address Line 1: | 406 BLACKWELL STREET | | |
| Address Line 2: | SUITE 240 | | |
| Address Line 4: | DURHAM, NORTH CAROLINA 27701 | | |
| NAME OF SUBMITTER: | Nicholas Nance | | |
| SIGNATURE: | /NicholasNance- TKF/ | | |
| DATE SIGNED: | 11/28/2018 | | |
| Total Attachments: 10 | | | |

CH \$115.00 5294805

source=05 IPSA-Sub 2-fully executed#page1.tif
source=05 IPSA-Sub 2-fully executed#page2.tif
source=05 IPSA-Sub 2-fully executed#page3.tif
source=05 IPSA-Sub 2-fully executed#page4.tif
source=05 IPSA-Sub 2-fully executed#page5.tif
source=05 IPSA-Sub 2-fully executed#page6.tif
source=05 IPSA-Sub 2-fully executed#page7.tif
source=05 IPSA-Sub 2-fully executed#page8.tif
source=05 IPSA-Sub 2-fully executed#page9.tif
source=05 IPSA-Sub 2-fully executed#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 27, 2018 by and between **PACIFIC WESTERN BANK (“Bank”)** and **ANCHORFREE INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not otherwise defined 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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 (collectively, “Intellectual Property Collateral”).

Notwithstanding the foregoing, the Intellectual Property Collateral shall exclude intent to use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark

Office or otherwise, but only to the extent that granting a security interest in such intent-to-use trademarks would be contrary to applicable law.

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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Grantor:

ANCHORFREE INC.

By 

Name David Gorodyansky

Title Chief Executive Officer

Address of Grantor:

1800 Seaport Boulevard

Redwood City, CA 94063

Bank:

PACIFIC WESTERN BANK

By _____

Name _____

Title _____

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 006489 FRAME: 0517

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:

ANCHORFREE INC.

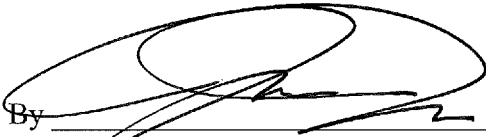
By _____
Name _____
Title _____

Address of Grantor:

1800 Seaport Boulevard
Redwood City, CA 94063

Bank:

PACIFIC WESTERN BANK


By _____
Name James Duncan
Title SVP

Address of Bank:

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

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|--------------------|--------------------------------|------------------------------|
| None | | |

EXHIBIT B**PATENTS**

| Description | Patent OR Application Number | Application OR Filing Date |
|--|---|---------------------------------------|
| System And Method For Security And Quality Assessment Of Wireless Access Points | 9,686,302 | 6/20/2017 |
| System And Method For Security And Quality Assessment Of Wireless Access Points | 9,763,099 | 9/12/2017 |
| System And Method For Security And Quality Assessment Of Wireless Access Points | 15/597,036 | 5/16/2017 |
| System And Method For Suppressing DNS Requests | 14/606,566 | 1/27/2015 |
| System And Method For Suppressing DNS Requests | 9,819,513 | 11/14/2017 |
| System And Method For Suppressing DNS Requests | 9,602,411 | 3/21/2017 |
| System And Method For Suppressing DNS Requests | 15/426,906 | 2/7/2017 |
| System And Method For Suppressing DNS Requests | 15/620,617 | 6/12/2017 |
| Secure Personal Server | 62/100,788 | 1/7/2015 |
| Secure Personal Server System and Method | 14/676,601 | 4/1/2015 |
| Secure Personal Server System and Method | 9,692,734 | 6/27/2017 |
| Secure Personal Server System and Method | 9,769,126 | 9/19/2017 |
| System For Securing Connections Between Computer Devices | 62/209,776 | 8/25/2015 |
| Secure Communications with Internet-Enabled Devices | 15/040,655 | 2/10/2016 |
| Secure Communications with Internet-Enabled Devices | 15/040,697 | 2/10/2016 |
| Secure Communications with Internet-Enabled Devices | 15/040,762 | 2/10/2016 |
| System And Method For Improving An Aggregated Throughput of Simultaneous Connections | 62/343,697 | 5/31/2016 |
| System And Method For Improving An Aggregated Throughput of Simultaneous Connections | 15/254,583 | 9/1/2016 |
| System And Method For Improving An Aggregated Throughput of Simultaneous Connections | 15/254,732 | 9/1/2016 |

| Description | Patent OR Application Number | Application OR Filing Date |
|--|---|---------------------------------------|
| System And Method For Virtual Multipath Data Transport | 62/370,496 | 8/3/2016 |
| System And Method For Virtual Multipath Data Transport | 15/402,024 | 1/9/2017 |
| System And Method For Virtual Multipath Data Transport | 15/402,049 | 1/9/2017 |
| Local Interception of Remote Forward Proxy | 62/593,719 | 12/1/2017 |
| SYSTEM AND METHOD FOR PROVIDING VIRTUAL PRIVATE NETWORK FOR BUSINESS AND PRIVATE USE | 13/602,580 | |
| SYSTEMS AND METHODS FOR ENABLING SECURE COMMUNICATION BETWEEN ENDPOINTS IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK | 9,577,995 | 2/21/2017 |
| EXTENSIBLE PERSONALITY-BASED MESSAGING SYSTEM IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK | 9,571,462 | 2/14/2017 |
| SYSTEMS AND METHODS FOR CONTROLLING ACCESS TO CONTENT IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK | 9,286,240 | 3/15/2016 |
| SYSTEMS AND METHODS FOR DIGITAL RIGHTS MANAGEMENT IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK | 13/757,869 | |
| BROWSER PLUGIN IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK | 13/757,870 | |
| SYSTEMS AND METHODS FOR DATA STORAGE IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK | 13/757,871 | |
| SYSTEMS AND METHODS FOR DISTRIBUTED SOCIAL NETWORKING | 13/757,872 | |
| METHOD AND SYSTEM FOR STATISTICAL ACCESS CONTROL WITH DATA AGGREGATION | 13/846,856 | 3/18/2013 |
| METHOD AND APPARATUS FOR IMPLEMENTING SEARCH ENGINE WITH COST PER ACTION REVENUE MODEL | 9,633,360 | |
| SYSTEMS AND METHODS FOR IMPLEMENTING SELF-DESTRUCTING CONTENT LINKS | 14/556,091 | 11/28/2014 |

| Description | Patent OR Application Number | Application OR Filing Date |
|--|---|---------------------------------------|
| COMPUTERIZED SYSTEM AND METHOD FOR ADVANCED ADVERTISING | 14/253,848 | |
| SYSTEM AND METHOD FOR PEER TO PEER SOCIAL NETWORKING | 9,553,926 | 1/24/2017 |
| DOWNLOADABLE MOBILE KEYBOARD WITH ENHANCED FUNCTIONALITY | 14/948,393 | 11/23/2015 |
| PROTOCOL FOR DATA TRANSFER BETWEEN TWO NODES OF PARTIALLY CONNECTED LIMITED NETWORK | 15/219,289 | 7/26/2016 |
| METHOD AND APPARATUS FOR IMPLEMENTING SEARCH ENGINE WITH COST PER ACTION REVENUE MODEL | 7,647,305 | 1/12/2010 |
| System and method for monetizing internet usage | 11/471,247 | |
| SOFTWARE WEB CRAWLER AND METHOD THEREFOR | 7,693,872 | 4/6/2010 |
| System and method for monetizing internet usage | 11/594,306 | |
| METHOD AND SYSTEM FOR ADVANCED MESSAGING | 9,626,683 | 4/18/2017 |
| SYSTEM AND METHOD FOR ENABLING WIRELESS INTERNET ACCESS IN PUBLIC AREAS | 7,895,297 | |
| COMPUTERIZED NETWORKING DEVICE WITH EMBEDDED ADVANCED CONTENT AND WEB TRAFFIC MONETIZATION FUNCTIONALITY | 11/932,979 | |
| ADVERTISING SUPPORTED VPN | 12/418,514 | 4/3/2009 |
| LOCATION-TARGETED ONLINE SERVICES | 8,191,117 | 5/29/2012 |
| METHOD AND APPARATUS FOR USER GENERATED ADVERTISING | 12/552,237 | 9/1/2009 |
| METHOD AND APPARATUS FOR IMPLEMENTING SEARCH ENGINE WITH COST PER ACTION REVENUE MODEL | 8,543,561 | |
| COMPUTERIZED SYSTEM AND METHOD FOR ADVANCED ADVERTISING | 7,747,619 | 6/29/2010 |
| SYSTEM AND METHOD FOR USING WEB BROWSER TO DISPLAY ADVERTISING MATERIALS TO USER | 8,850,326 | 9/30/2014 |
| COMPUTERIZED SYSTEM AND METHOD FOR ADVANCED ADVERTISING | 8,700,603 | |
| WEB VPN | 9,203,810 | 12/1/2015 |

| Description | Patent OR Application Number | Application OR Filing Date |
|--|---|---------------------------------------|
| SYSTEM AND METHOD FOR PRIVATE SOCIAL NETWORKING | 9,807,100 | 10/31/2017 |
| SSL HTTPS BROWSER | 9,384,463 | 7/5/2016 |
| SYSTEM AND METHOD FOR PEER TO PEER SOCIAL NETWORKING | 8,799,364 | 8/5/2014 |
| SYSTEM AND METHOD FOR CREATION OF ADVERTISING SPACE INDEPENDENT FROM WEB SITE DESIGN | 13/156,244 | 6/8/2011 |
| SYSTEM AND METHOD FOR SECURING USER INFORMATION ON SOCIAL NETWORKS | 9,160,722 | 10/13/2015 |
| LOCATION-TARGETED ONLINE SERVICES | 8,856,886 | |
| METHOD AND APPARATUS FOR CONTROLLING CONTENT DISPLAY BY THE CURSOR MOTION | 6,874,126 | 3/29/2005 |

EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration/Serial/ Application Number</u> | <u>Registration/ Application Date</u> |
|-------------------------|--|---|
| Hotspot shield | 5,294,805 | 9/26/2017 |
| Hotspot shield (design) | 5,294,807 | 9/26/2017 |
| Anchorfree | 4,225,414 | 10/16/2012 |
| Betternet | 4,892,495 | 1/26/2016 |