

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steel House, Inc.		12/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88015842	LIVING ROOM QUALITY	
Serial Number:	87589889	DYNAMIC SPEND OPTIMIZATION	
Serial Number:	85288243	STEELHOUSE	
Serial Number:	85970899	STEELHOUSE CANVAS	
Serial Number:	85970890	STEELHOUSE CANVAS	
Serial Number:	85560819	BEHAVIORAL COMMERCE PLATFORM	
Serial Number:	85560805	REAL TIME OFFERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5614142116		
Email:	tbinder@vlplawgroup.com		
Correspondent Name:	Tatiana Binder		
Address Line 1:	9094C S.W. 21st Court		
Address Line 4:	Boca Raton, FLORIDA 33428		
NAME OF SUBMITTER:	Tatiana Binder		
SIGNATURE:	/TatianaBinder/		
DATE SIGNED:	12/05/2018		

OP \$190.00 88015842

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 5, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and STEEL HOUSE, INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of December 5, 2018 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include (i) any 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, or (ii) rights of Grantor as a licensee to the extent the granting of a security interest therein (A) would be contrary to applicable law or (B) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such restriction or prohibition, such property shall automatically be part of the Intellectual Property Collateral; provided that the provisions of this paragraph shall in no case

exclude from the definition of "Intellectual Property Collateral" any Receivables, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STEEL HOUSE, INC., a Delaware corporation

By: 

Name: Chris Innes

Title: COO

Address for Notices:

Attn:
3644 Eastham Drive
Culver City, CA 90232
Tel: (310) 895-2110
Fax: (310) 496-0571

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Dacia Cunningham

Title: VP

Address for Notices:

Attn:
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
LIVING ROOM QUALITY	88015842			06/26/2018
DYNAMIC SPEND OPTIMAZATION	87589889	5531729		08/30/2017
STEELHOUSE	85288243	4136836		04/06/2011
STEELHOUSE CANVAS	85970899	4569716		06/26/2013
STEELHOUSE CANVAS	85970890	4569715		06/26/2013
BEHAVIORAL COMMERCE PLATFORM	85560819	4394103		03/05/2012
REAL TIME OFFERS	85560805	4499640		03/05/2012

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue or Application Date:</u>
OFER GENERATION BASED UPON USER ACTIVITY		13947766		07/22/2013
OFFER REDIRECTION BASED ON PRIOR ACTIVITY		13947753		07/22/2013
USER-BASED SEGMENTATION AND SELECTION OF OFFERS		13087157		04/14/2011
DYNAMIC FREQUENCY CAPPING WITH ESCALATING OFFERS		13176659		07/05/2011