

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESONATE NETWORKS, INC.		12/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King S. West, Suite 5702		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5G 3Y2		
Entity Type:	National Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4404544	S	
Registration Number:	4279448	RESONATE	
Registration Number:	4404365	RESONATE	
Registration Number:	3760240	RESONATE NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816.460.2400		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	233 South Wacker Drive Suite 7800		
Address Line 4:	CHICAGO, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	BRIAN R. MCGINLEY		
SIGNATURE:	/brm/		
DATE SIGNED:	12/12/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 5, 2018, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”) and RESONATE NETWORKS, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral including, without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. The words “execution,” “signed,” “signature” and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

5. This Agreement is subject to the Intercreditor Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Resonate Networks, Inc.
11720 Plaza America, 3rd Floor
Reston, VA 20190
Attention: Financial Officer

GRANTOR:

RESONATE NETWORKS, INC.

DocuSigned by:
David Wheatley
By: _____
Name: David Wheatley
Title: CFO

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Resonate Networks, Inc.
11720 Plaza America, 3rd Floor
Reston, VA 20190
Attention: Financial Officer

GRANTOR:

RESONATE NETWORKS, INC.

By: _____
Name: David Wheatley
Title: CFO

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Mark Usher
Title: Managing Director

EXHIBIT A
COPYRIGHTS


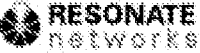
None.

EXHIBIT B

PATENTS

<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
METHOD AND APPARATUS FOR DELIVERING TARGETED CONTENT TO WEBSITE VISITORS	12/644,892	12/22/2009
METHOD AND APPARATUS FOR DELIVERING TARGETED CONTENT TO WEBSITE VISITORS TO PROMOTE PRODUCTS AND BRANDS	12/942,469	11/9/2010
METHOD AND APPARATUS FOR DELIVERING TARGETED CONTENT	13/348,454	1/11/2012
METHOD AND APPARATUS FOR DELIVERING TARGETED CONTENT TO TELEVISION VIEWERS	13/365,020	2/2/2012
CAPTURING SURVEY DATA FRAUD THROUGH THE APPLICATION OF MACHINE LEARNING	62/598,738	12/14/2017

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
	Reg. No. 4,404,544	09/17/2013
reSonate	Reg. No. 4,279,448	01/22/2013
reSonate	Reg. No. 4,404,365	09/17/2013
	Reg. No. 3,760,240	03/16/2010