

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509265

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REWARDSTYLE, INC.		12/20/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	380 Interlocken Crescent, Suite 600		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4472101	BOUTIQUE	
<b>Registration Number:</b>	4197444	CURRENTLY OBSESSED	
<b>Registration Number:</b>	4689744	LIKE TO KNOW	
<b>Registration Number:</b>	4646540	LIKE TO KNOW IT	
<b>Registration Number:</b>	4564235	LIKE TO KNOW IT	
<b>Registration Number:</b>	4233419	LINK NINJA	
<b>Registration Number:</b>	4564241		
<b>Registration Number:</b>	4646571	MONEY SPOT	
<b>Serial Number:</b>	85940462	PASSPORT	
<b>Serial Number:</b>	87244811	PASSPORT	
<b>Registration Number:</b>	4153223	REWARDSTYLE	
<b>Serial Number:</b>	85895682	RSTYLE	
<b>Serial Number:</b>	85895685	RSTYLE.ME	
<b>Registration Number:</b>	4197445	STALK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	703-760-7360		

CH \$365.00 4472101

**Email:** hcheng@mofo.com  
**Correspondent Name:** Hsiao-Ting Cheng  
**Address Line 1:** 1650 Tysons Boulevard  
**Address Line 2:** Suite 400  
**Address Line 4:** McLean, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	27292-322
<b>NAME OF SUBMITTER:</b>	Ethan Robert Kenerson
<b>SIGNATURE:</b>	/Ethan Robert Kenerson/
<b>DATE SIGNED:</b>	02/08/2019

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 20, 2016 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, CO 80021 ("Bank") and **REWARDSTYLE, INC.**, a Delaware corporation, with its principal place of business located at 3102 Oak Lawn Avenue #900, Dallas, Texas 75219 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **REWARDSTYLE INTERNATIONAL, LLC**, a Texas limited liability company (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. 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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(j) All 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 "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 the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

REWARDSTYLE, INC.

By:  \_\_\_\_\_

Title: CEO

BANK:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Title: Vice President

EXHIBIT A

Copyrights

<b>Title</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Status</b>
Boutique	TX 7-792-920	09/10/2013	Registered
CurrentlyObsessed.me	TX 7-548-893	06/07/2012	Registered
Lookbook App	TX 8-051-119	09/10/2013	Registered
Publisher Analytics App	TX 7-794-342	09/10/2013	Registered
rewardStyle Link Ninja	TX 7-548-901	06/07/2012	Registered
rewardStyle.com	TX 7-549-045	06/07/2012	Registered
Shop the Post App	TX 8-051-118	09/10/2013	Registered

EXHIBIT B

Patents

Country	App. Date	App. No.	Issue Date	Patent No.	Title
U.S.	03/30/2012	61/617,857			SYSTEM AND METHOD FOR AFFILIATE LINK GENERATION
U.S.	07/12/2012	13/547,771			SYSTEM AND METHOD FOR AFFILIATE LINK GENERATION
U.S.	12/31/2012	13/731,383			SYSTEM AND METHOD FOR AFFILIATE LINK GENERATION
U.S.	03/15/2013	13/838,578			SYSTEM AND METHOD FOR DYNAMIC CREATION OF PRODUCT LINKS FROM A WEB BROWSER APPLICATION
EP	03/27/2013	13717619.4			SYSTEM FOR DYNAMIC CREATION OF AFFILIATE PRODUCT LINKS FROM A WEB BROWSER APPLICATION
International	11/25/2013	PCT/US2013/034151			SYSTEM FOR DYNAMIC CREATION OF AFFILIATE PRODUCT LINKS FROM A WEB BROWSER APPLICATION
U.S.	05/30/2013	13/905,926			SYSTEM AND METHOD FOR LOCATION BASED DYNAMIC REDIRECTION OF ADVERTISER AFFILIATE LINKS FOR ONLINE ADVERTISING
U.S.	04/16/2014	14/254,050			TARGETED MARKETING BASED ON SOCIAL MEDIA INTERACTION

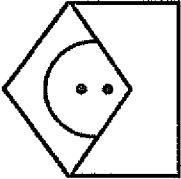


U.S.	10/06/2014	14,507,682	11/15/2016	9,495,693	TARGETED MARKETING BASED ON SOCIAL MEDIA INTERACTION
CN	03/06/2015				TARGETED DATA BASED ON SOCIAL MEDIA INTERACTION
EP	03/06/2015	15713059.2			TARGETED DATA BASED ON SOCIAL MEDIA INTERACTION
International	03/06/2015	PCT/US2015/019212			TARGETED DATA BASED ON SOCIAL MEDIA INTERACTION
U.S.	07/15/2016	15,211,321			SYSTEMS AND METHODS FOR SCREENSHOT LINKING

EXHIBIT C

Trademarks

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
BOUTIQUE	U.S.	10/05/2012	85/746,579	01/21/2014	4,472,101
BOUTIQUE	International (Covers European Community)	03/25/2013	1158389	03/25/2013	1158389
currently obsessed	U.S.	11/29/2011	85/483,033	08/28/2012	4,197,444
currently obsessed	International (Covers European Community, Sweden and U.K.)	05/15/2012	1123625	05/15/2012	1123625
LIKE TO KNOW IT	U.S.	11/25/2013	86/128,792	02/17/2015	4,689,744
LIKE TO KNOW IT	U.S.	11/25/2013	86/128,789	11/25/2014	4,646,540
LIKE TO KNOW IT	Australia	04/07/2015	1685752	04/07/2015	1685752
LIKE TO KNOW IT	Henry Davis York Donna Short China	05/26/2015	17036947		
LIKE TO KNOW IT	Rouse Leanne Gulliver European Community	03/24/2015	13871439		
LIKE TO KNOW IT	Rouse Leanne Gulliver Italy	12/16/2015	302015000084139		
LIKE TO KNOW IT	Barzano Zarnado Emanuela Quatrini Russian Federation	10/19/2015	2015733714		
LIKE TO KNOW IT	Rouse Spain	12/04/2015	3591164	05/19/2016	3591164
LIKE TO KNOW IT	Carmen Urrea				

LIKE TO KNOW IT	PONS Sweden	11/24/2015	2015/08571	01/19/2016	529323
LIKE TO KNOW IT	Mari Norberg Norens U.K.	04/07/2015	3102801	09/04/2015	3102801
LIKEtoKNOW:IT	Rouse Leanne Gulliver	12/10/2013	86/139,210	07/08/2014	4,564,235
LINK NINJA	U.S.	03/08/2012	85/564,172	10/30/2012	4,233,419
LINK NINJA	European Community	08/29/2012	011147956	01/09/2013	011147956
	Rouse Leanne Gulliver				
	U.S.	12/11/2013	86/140,983	07/08/2014	4,564,241
MONEY SPOT	U.S.	12/18/2013	86/147,631	11/25/2014	4,646,571
PASSPORT	U.S.	05/23/2013	85/940,462		
PASSPORT	U.S.	11/22/2016	87/244,811		
rewardStyle	European Community	07/20/2012	011059631	06/05/2012	011059631
REWARDSTYLE	Rouse Leanne Gulliver				
REWARDSTYLE	U.S.	08/31/2011	85/411,633	06/05/2012	4,153,223
REWARDSTYLE	Brazil	05/21/2013	840522614		
	Kasznar Leonardos Adriana Loureiro Jose				
REWARDSTYLE	Canada	11/09/2012	1601712	03/11/2014	TMA873027
	Andrews Robichaud Leah-Ann Kelly				

REWARDSTYLE	India	N/A/V	2692533		
REWARDSTYLE	Anand and Anand Ambalika Banerjee International (Covers Australia, China, Israel and Russian Federation)	08/24/2012	1135383	08/24/2012	1135383
REWARDSTYLE	International (Covers Japan, Norway and South Korea)	11/06/2012	1139768	11/06/2012	1139768
REWARDSTYLE	International (Covers Mexico and Singapore)	06/28/2013	1168706	06/28/2013	1168706
REWARDSTYLE	International (Covers European Community)	02/29/2012	1119361	02/29/2012	1119361
REWARDSTYLE	Mexico	01/09/2014	1441107	10/06/2014	1485520
RSTYLE	Molina Salgado & De Alva Jesus Molina U.S.	04/04/2013	85/895,682		
RSTYLE:ME	U.S.	04/04/2013	85/895,685		
STALK	U.S.	11/29/2011	85/483,049	08/28/2012	4,197,445
STALK	International (Covers European Community, Sweden and U.K.)	06/04/2012	1124115	06/04/2012	1124115

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

2054336.1