

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGNITIONONE, INC.		02/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ABS CAPITAL PARTNERS VII, L.P.		
Street Address:	400 E. Pratt Street, Suite 910		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: DELAWARE		
Name:	ABS CAPITAL PARTNERS OFFSHORE VII, L.P.		
Street Address:	400 E. Pratt Street, Suite 910		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4747513	APPAUDIENCE	
Registration Number:	4747514		
Registration Number:	4104358	IGNITION ONE	
Registration Number:	4261672	LIVEMARKETER	
Serial Number:	87076799	SCORE-POWERED	
Registration Number:	3082898	SEARCHIGNITE	
Registration Number:	3255529	SPOT	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		

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Correspondent Name: Troy Root
Address Line 1: 620 8th Avenue
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 120452-281924

NAME OF SUBMITTER: Troy Root

SIGNATURE: /s/ Troy Root

DATE SIGNED: 03/08/2019

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of February 28, 2019, is made by IGNITIONONE, INC., a Delaware corporation (the “Grantor”), with its primary place of business at 470 Park Avenue South, 6th Floor, New York, NY 10016 in favor of the parties listed on Schedule A hereto, which parties are also parties to that certain Secured Subordinated Convertible Promissory Note Purchase Agreement (the “Purchase Agreement”) dated on or about the date hereof, and holders of “Notes” issued thereunder (each a “Secured Party” and collectively, the “Secured Parties”).

RECITALS

A. Grantor has entered into a Secured Subordinated Convertible Promissory Note Purchase Agreement by and between the Grantor and the Secured Parties, as an Initial Purchaser, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). In connection with the Purchase Agreement, Grantor has also entered into a Security Agreement by and between the Grantor and the Secured Parties dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Security Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to each Secured Party 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 Purchase Agreement and the Notes (as defined in the Purchase Agreement) issued pursuant thereto, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Purchase Agreement and the Notes (as defined in the Purchase Agreement), Grantor grants and pledges to each Secured Party 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, re-examination certificates, utility models, 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”);

(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, and Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; 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, no security interest is granted in (a) any contract rights, licenses or Intellectual Property if such grant causes a default enforceable under applicable law or if a third party has the right enforceable under applicable law to terminate Grantor’s rights under or with respect to any such contract, license or intellectual property and such third party has exercised such right of termination or (b) any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under 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 the Secured Party.

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

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without the Secured Party's express prior written consent, and any such attempted assignment shall be void and of no effect. The Secured Party may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Purchase Agreement, and all of such rights shall inure to the benefit of each Secured Party's successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding conflict of laws principles that would cause the application of laws of 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:

IGNITIONONE, INC.

DocuSigned by:

Will Margiloff

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By: will Margiloff

Title: Partner

[Signature Page to Intellectual Property Security Agreement]

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.

SECURED PARTY:

**ABS CAPITAL PARTNERS VII, L.P.
By: ABS Partners VII, L.L.C.,
its General Partner**

By:  _____
DocuSigned by:
Name: Ralph Terkowitz
Title: Partner


**ABS CAPITAL PARTNERS OFFSHORE VII, L.P.
By: ABS Partners VII, L.L.C.,
its General Partner**

By:  _____
DocuSigned by:
Name: Ralph Terkowitz
Title: Partner

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.

SECURED PARTY:

PC IO, LLC

By: 
Name: Rob Tobin
Title: Member

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.

SECURED PARTY:

**BROWNSAVANO DIRECT CAPITAL
PARTNERS, L.P.**

By: _____

Name:

Title:

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.

SECURED PARTY:

IM BAMBERGER FAMILY TRUST

By: DocuSigned by:
Eric Bamberger
Name: Eric Bamberger
Title: Trustee

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.

SECURED PARTY:

DocuSigned by:
Eric Bamberger
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Eric Bamberger

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.

SECURED PARTY:

DocuSigned by:

Richard Kellner

Richard Kellner

TRADEMARK

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.

SECURED PARTY:

MARGILOFF ASSOCIATES

By: DocuSigned by:
Will Margiloff

Name: William Margiloff
Title: Partner

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.

SECURED PARTY:

DocuSigned by:
Will Margiloff
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William Margiloff

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.

SECURED PARTY:

DocuSigned by:

EB042B0950B043E

Anthony Martinelli

SCHEDULE A

Schedule of Purchasers

Name and Address of Initial Purchasers	Principal Amount of Notes To Be Purchased at the Initial Closing
ABS Capital Partners VII, L.P. 400 E. Pratt Street Suite 910 Baltimore, MD 21202-3127	\$1,750,001.00
ABS Capital Partners Offshore VII, L.P. 400 E. Pratt Street Suite 910 Baltimore, MD 21202-3127	\$750,000.00
PC IO, LLC 100 West Road Suite 300 Towson, MD 21204	\$632,560.00
William Margiloff 63 Island Drive Rye, NY 10580	\$556,843.00
Margiloff Associates 63 Island Drive Rye, NY 10580	\$151,814.00
Eric Bamberger 25 Murray Street Apt. 10G New York, NY 10007	\$442,792.00
IM Bamberger Family Trust 25 Murray Street Apt. 10G New York, NY 10007	\$63,256.00
Anthony Martinelli 14 North Road Wayne, NJ 07470	\$300,000.00
Richard Kellner 17 Joyce Court Woodbury, NY 11797	\$100,000.00
BrownSavano Direct Capital Partners, L.P. 901 S. Bond Street Suite 400 Baltimore, MD 21321	\$252,734.00
Total:	\$5,000,000.00

EXHIBIT A
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None.

EXHIBIT B
PATENTS

Docket No.	Title	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
061673.002	Systems and methods for providing contextual advertising information via a communication network	US	ISSUED	10/767,123	January 29, 2004	7,593,868	September 22, 2009
061673.006	Domains template management system	US	ISSUED	11/405,100	April 17, 2006	8,005,715	August 23, 2011
061673.011US2	System and Method for Predicting an Outcome By a User in a Single Score	US	PENDING	14/178,708	February 12, 2014	N/A	N/A

Docket No.	Title	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
061673.011U S3	System and Method for Attributing Engagement Score Over a Channel	US	PENDING	14/721,177	May 26, 2015	N/A	N/A
061673.011C A	System and method for predicting an outcome by a user in a single score	CA	PENDING	2,913,297	November 23, 2015	N/A	N/A
061673.013	System and Method for Forecasting of Asset Marketing	US	PENDING	14/887,600	October 20, 2015	N/A	N/A
061673.014 CA	Platform for communicating across multiple communication channels	CA	ISSUED	2,726,733	June 9, 2008	2,726,733	December 6, 2016

EXHIBIT C
TRADEMARKS

COUNTRY	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
United States	APPAUDIENCE	86/418,965 / 4,747,513	09 Oct 2014 / 02 Jun 2015
United States		86/418,968 / 4,747,514	09 Oct 2014 / 02 Jun 2015
United States	IGNITION ONE	85/234,681 / 4,104,358	04 Feb 2011 / 28 Feb 2012
United States	LIVEMARKETER	77/754,375 / 4,261,672	08 Jun 2009 / 18 Dec 2012
United States	SCORE-POWERED	87/076,799	20 Jun 2016
United States	SEARCHIGNITE	78/741,156 / 3,082,898	26 Oct 2005 / 18 Apr 2006

COUNTRY	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
United States	SPOT	78/857,573 / 3,255,529	10 Apr 2006 / 26 Jun 2007
European Union (EUTM & RCD)	HITSINTOCCONTENT	008124224 / 008124224	25 Feb 2009 / 01 Feb 2010
Argentina	IGNITION ONE	3175546 / 2891155	04 Jul 2012 / 08 Jun 2017
Australia	IGNITION ONE	1409807 / 1409807	18 Feb 2011 / 14 Mar 2013
Australia	IGNITION ONE	1528756 / 1528756	18 Feb 2011 / 03 Jun 2015
Brazil	IGNITION ONE	831148322 / 831148322	04 Nov 2011 / 23 Dec 2014
Brazil	IGNITION ONE	831148314 / 831148314	04 Nov 2011 / 23 Dec 2014
Canada	IGNITION ONE	1516185 / TMA837,057	22 Feb 2011 / 27 Nov 2012
Chile	IGNITION ONE	1010918 / 1076060	07 Jun 2012 / 18 Feb 2014
China	IGNITION ONE	9133874 / 9133874	21 Feb 2011 / 28 Feb 2012
China	IGNITION ONE	9133875 / 9133875	21 Feb 2011 / 28 Feb 2012
Columbia	IGNITION ONE	12103726 / 482830	21 Jun 2012 / 16 Dec 2013

COUNTRY	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
European Union (EUTM & RCD)	IGNITION ONE	9752544 / 009752544	21 Feb 2011 / 01 Sep 2012
Hong Kong	IGNITION ONE	301838322 / 301838322	21 Feb 2011 / 11 Aug 2011
India	IGNITION ONE	2103947 / 1179675	22 Feb 2011 / 24 Jul 2014
Japan	IGNITION ONE	2011-13432 / 5460852	25 Feb 2011 / 06 Jan 2012
Mexico	IGNITION ONE	1281920 / 1371583	11 Jun 2012 / 29 May 2013
Mexico	IGNITION ONE	1281919 / 1431976	11 Jun 2012 / 06 Feb 2014
Russia	IGNITION ONE	2011737585 / 500134	16 Nov 2011 / 19 Nov 2013
Singapore	IGNITION ONE	T11/02146G / T11/02146G	23 Feb 2011 / 27 Feb 2013
South Africa	IGNITION ONE	2011/26421	19 Oct 2011
South Africa	IGNITION ONE	2011/26422	19 Oct 2011
Turkey	IGNITION ONE	2012/51199 / 2012/51199	04 Jun 2012 / 10 Jul 2013
European Union (EUTM & RCD)	LIVEMARKETER	008432916 / 008432916	17 Jul 2009 / 17 Feb 2010
Japan	LIVEMARKETER	2009-054983 / 5280243	21 Jul 2009 / 13 Nov 2009

COUNTRY	TRADEMARK	SERIAL NO. / REG. NO.	FILE DATE / REG. DATE
European Union (EUTM & RCD)	SITEINSIGHTS	009284597	30 Jul 2010
		009284597	27 Mar 2012
Japan	SITEINSIGHTS	2010-063625	12 Aug 2010
		5388962	04 Feb 2011

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