

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518264

<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>
LONGTAIL AD SOLUTIONS, INC.		04/09/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	40 King S. West, Suite 5702		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5602400	JW ENGAGE	
<b>Registration Number:</b>	4785654	JW	
<b>Registration Number:</b>	4707375	JW PLAYER	
<b>Registration Number:</b>	4114163	LONGTAIL VIDEO	
<b>Registration Number:</b>	4176903	LONGTAIL VIDEO	
<b>Registration Number:</b>	4087283	JW PLAYER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-145		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	04/09/2019		

CH \$165.00 5602400

**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 April 9, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and LONGTAIL AD SOLUTIONS, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank 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, as defined in the Loan Agreement, 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.

### AGREEMENT

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

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property owned or purported to be owned by Grantor except to the extent not constituting Collateral. 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 Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. 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 this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement 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.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

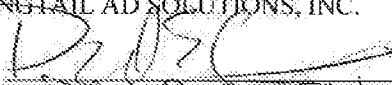
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2 Park Ave  
New York, NY 10016  
Attention: Chief Financial Officer

GRANTOR:

LONGTAIL AD SOLUTIONS, INC.

By:   
Name: DAVID OTIEN  
Title: CEO

Address of Bank:

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

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

2 Park Ave  
New York, NY 10016  
Attention: Chief Financial Officer

GRANTOR:

LONGTAIL AD SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

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

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

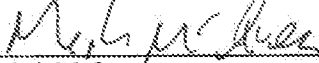
By:   
Name: Mark McQueen  
Title: President and Executive Managing Director  
CIBC Innovation Banking

EXHIBIT A  
REGISTERED COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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**None.**

**EXHIBIT B**

**REGISTERED PATENTS OR APPLICATIONS FOR REGISTRATION**

<b>OWNER</b>	<b>DESCRIPTION</b>	<b>PATENT / APPLICATION NUMBER</b>	<b>ISSUE / APPLICATION DATE</b>
LongTail Ad Solutions, Inc.	SYSTEMS AND METHODS FOR OBTAINING AND DISPLAYING VIDEOS	16/225,575	December 19, 2018
LongTail Ad Solutions, Inc.	SYSTEMS AND METHODS FOR OBTAINING AND DISPLAYING	16/225,614	December 19, 2018
LongTail Ad Solutions, Inc.	SYSTEMS AND METHODS FOR PLAYING VIDEOS WITH BACKGROUND LOADING	16/233,371	December 27, 2018
LongTail Ad Solutions, Inc.	EVALUATING THE ENGAGEMENT FACTOR OF VIDEOS	16/353,224	March 14, 2019

EXHIBIT C

REGISTERED TRADEMARKS AND APPLICATIONS FOR REGISTRATION

OWNER		DESCRIPTION	REGISTRATION/ APPLICATION DATE	REGISTRATION/ SERIAL NUMBER
LongTail Solutions, Inc.	Ad	JW ENGAGE	6/26/2017	5602400
LongTail Solutions, Inc.	Ad	JW (Logo)	12/12/2014	4785654
LongTail Solutions, Inc.	Ad	JW PLAYER	7/17/2014	4707375
LongTail Solutions, Inc.	Ad	LONGTAIL VIDEO	5/27/2011	4114163
LongTail Solutions, Inc.	Ad	LONGTAIL VIDEO	5/27/2011	4176903
LongTail Solutions, Inc.	Ad	JW PLAYER	5/26/2011	4087283