

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HERCULES TECHNOLOGY II, L.P.		04/24/2018	Limited Partnership:
HERCULES TECHNOLOGY III, L.P.		04/24/2018	Limited Partnership:
HERCULES CAPITAL, INC.		04/24/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLICKFOX, INC.		
<b>Street Address:</b>	3440 PEACHTREE ROAD, NE, SUITE 1000		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2595466	CLICKFOX	
<b>Registration Number:</b>	3559492	CUSTOMER BEHAVIOR INTELLIGENCE	
<b>Registration Number:</b>	5251724	JOURNEY SCIENCES	
<b>Registration Number:</b>	5278271	JOURNEY DATASETS	
<b>Registration Number:</b>	5182897	JOURNEYS TELL A STORY	
<b>Registration Number:</b>	5299045	JOURNEY SCIENCES	
<b>Registration Number:</b>	5258007	JOURNEY ARCHITECTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>	(404)322-6165		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	LLOYD G. FARR		
<b>Address Line 1:</b>	301 SOUTH COLLEGE STREET, 23RD FLOOR		
<b>Address Line 2:</b>	NELSON MULLINS RILEY & SCARBOROUGH LLP		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202		

TRADEMARK

<b>NAME OF SUBMITTER:</b>	LLOYD G. FARR
<b>SIGNATURE:</b>	/Lloyd G. Farr/
<b>DATE SIGNED:</b>	04/17/2019

**Total Attachments: 73**

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April 24, 2018

Clickfox, Inc.  
3440 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Amended and Restated Loan and Security Agreement (as amended from time to time, the "*Loan Agreement*"), entered into and effective as of May 9, 2016, by and among Clickfox, Inc., a Delaware corporation, and each of its Subsidiaries (collectively referred to as the "*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as the "*Lender*") and Hercules Capital, Inc., in its capacity as administrative agent for itself and the Lender (in such capacity, the "*Agent*"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of the indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "*Obligations*") payable under the Loan Agreement. This letter (the "*Payoff Letter*") will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Secured Obligations (inclusive of all amounts owing to Lender or its affiliates) shall be paid in full.

**Payoff Amount; Wiring Instructions.** The "*Payoff Amount*" is U.S. [REDACTED] through and until 1:00 p.m. Eastern time on May 1, 2018 (the "*Payoff Date*"). If Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of U.S. [REDACTED] per day (the "*Per Diem Amount*") until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The Payoff Amount and Per Diem Amount quoted herein are effective through the last day of the month.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name: Union Bank of California  
Address: 400 California Street  
San Francisco, CA 94104  
ABA#: [REDACTED]  
Account Name: Hercules Funding III, LLC  
Account #: [REDACTED]

Contact: Gerard Waldt Jr. (650) 600-5419

**Termination of Obligations.** Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and all other loan or security related documents entered into in connection with the Loan Agreement shall be terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, (i) any term or provision that expressly survives the termination of the Loan Agreement, including provisions set forth in Sections 6.3, 11.14 and 11.18 of the Loan Agreement, shall survive the termination of the Loan Agreement, and (ii) any warrant agreement executed by Borrower in favor of Agent or Lender (each, a "Warrant") shall remain in full force and effect in accordance with its terms.

**Lender's Agreements.** Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amount, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Lender in connection with the transactions contemplated by the Loan Agreement (other than any Warrant) shall be automatically terminated, without further action of or consent by the Lender.

(b) Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) Lender shall execute and deliver the Termination of Control Agreement attached hereto as Schedule A for each agreement by which Lender obtained control of a deposit account and / or a securities account to terminate its control over such deposit and / or securities account.

(d) Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule B.

The Lender further agrees that, at any time and from time to time following its receipt of the Payoff Amount, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Lender pursuant to the Loan Agreement or any other agreement (other than any Warrant) executed and/or delivered in connection therewith.

**Release.** For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, each of its respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the “***Released Parties***”) from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

**Counterparts; Facsimile Delivery.** Lender hereby requests that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**Governing Law.** The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

Very truly yours,

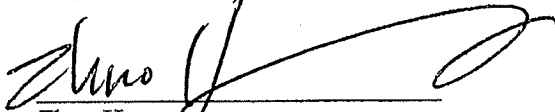
AGENT:

**HERCULES CAPITAL, INC.**

By:   
Name: Zhuo Huang  
Title: Associate General Counsel

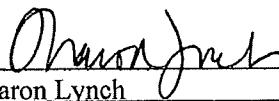
LENDER

**HERCULES CAPITAL, INC.**

By:   
Name: Zhuo Huang  
Title: Associate General Counsel

**ACCEPTED AND AGREED:**

**CLICKFOX, INC.**

By:   
Name: Sharon Lynch  
Title: Chief Financial Officer

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400 HAMILTON AVENUE  
SUITE 310  
PALO ALTO, CA 94301

650.289.3060  
650.473.9194  
WWW.HERCULESTECH.COM

Schedule A



Termination of Control Agreement

Wells Fargo, National Association  
171 17<sup>th</sup> Street NW, 22<sup>nd</sup> Floor  
Atlanta, GA 30363  
Attn: Business Banking Manager

Re: ClickFox, Inc. – Account [REDACTED] and [REDACTED]

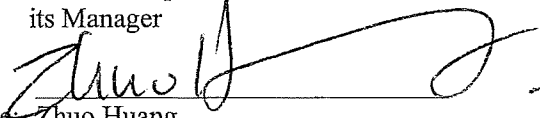
Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the control agreement among account holder, you and us and thereby terminate our control of account holder's deposit account and / or a securities account.

**HERCULES TECHNOLOGY III, L.P.**

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Capital, Inc.,  
its Manager

By:   
Name: Zhuo Huang  
Title: Associate General Counsel

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400 HAMILTON AVENUE  
SUITE 310  
PALO ALTO, CA 94301

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650.473.9194  
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Schedule B



CONFIRMATION OF RECEIPT OF FULL PAYMENT  
OF THE PAYOFF AMOUNT

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of April 24, 2018 (the "*Payoff Letter*") to ClickFox, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

AGENT:

**HERCULES CAPITAL, INC.**

By: 

Name: Zhuo Huang

Title: Associate General Counsel

LENDER

**HERCULES CAPITAL, INC.**

By: 

Name: Zhuo Huang

Title: Associate General Counsel

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PALO ALTO, CA 94301

650.289.3060  
650.473.9194  
WWW.HERCULESTECH.COM

# ATTACHMENT A

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated September 12, 2008 is executed by and between CLICKFOX, INC., a Delaware corporation, having a principal place of business located at 3445 Peachtree Road, Suite 1250, Atlanta, Georgia 30326 (the "Debtor"), and HERCULES TECHNOLOGY II, L.P., a Delaware limited partnership, 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 (together with its successors and/or assigns, the "Secured Party").

### RECITALS

A. Pursuant to the terms of that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement") by and between the Debtor and the Secured Party, the Secured Party has established a certain term loan arrangement and a certain revolving credit facility in favor of the Debtor (collectively, the "Loans"), which Loans are evidenced by, among other things, the Notes (as defined in the Loan Agreement). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement.

B. To induce the Secured Party to establish the Loans in favor of Debtor pursuant to the terms of the Loan Agreement, the Debtor desires to grant a security interest to the Secured Party in all of the Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Security Interest.** As security for the Secured Obligations described in Section 2 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto (collectively, the "Licenses");

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

**2. Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the principal of and premium, if any, and interest on the Notes and/or the Advances (collectively, the "Secured Obligations").

**3. Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and represents that the representations and warranties contained in Section 5 of the Loan Agreement are true, correct and complete, and the provisions of Section 5 of the Loan Agreement are hereby incorporated herein by reference and made a part hereof.

**4. Rights of the Secured Party.** Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public

sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the default rate as set forth in Section 2.4 of the Loan Agreement and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

**5. Rights of Secured Party to Use and Operate Collateral.** Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

**6. Events of Default.** The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default, as such term is defined in the Loan Agreement (herein called "Events of Default").

**7. Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured

Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been appraised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

**8. Termination and Assignment.** This Agreement and the security interests in the Collateral created hereby shall terminate as set forth in and pursuant to Section 3 of the Loan Agreement. No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to any of the Notes at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

**9. Governmental Approvals.** The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

**10. Setoffs.** If the Debtor shall fail generally to pay its debts as such debts become due, or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

**11. Reinstatement.** This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

**12. Notices.** Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

**13. Assignment.** If, at any time or times, by assignment or otherwise, the Secured Party transfers its interest in the Secured Obligations or other collateral therefor, such transfer shall carry with it the Secured Party's powers and rights under this Agreement with respect to the Secured Obligations and interest in other collateral so transferred, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in any instrument of transfer. If and to the extent that the Secured Party retains any portion of the Secured Obligations, or interest in other collateral, the Secured Party will continue to have the rights and powers herein set forth with respect thereto.

**14. Amendment; Miscellaneous.** The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

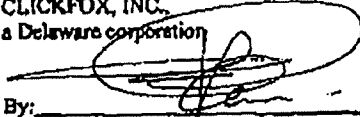
**15. Governing Law and Jurisdiction.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of the State of California.

<The remainder of this page is intentionally left blank.>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.  
a Delaware corporation



By: \_\_\_\_\_  
Name: Marco Pacelli  
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY II, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Technology Growth Capital,  
Inc., its Manager

By: \_\_\_\_\_  
Name: K. Nicholas Martisch  
Its: Associate General Counsel



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as off the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation


By: \_\_\_\_\_  
Name: Marco Pacelli  
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY II, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Technology Growth Capital,  
Inc., Its Manager

By:   
Name: K. Nicholas Martitsch  
Its: Associate General Counsel

**SCHEDULE A**

**Copyrights**

None

**SCHEDULE B**

**Patents**

None

SCHEDULE C

Trademarks

<u>No.</u>	<u>Date Filed</u>	<u>Mark</u>	<u>Final Status</u>
76075490	06/22/2000	CLICKFOX	Registered
77116927	02/27/2007	Customer Behavior Intelligence	Pending

**SCHEDULE D**

**Licenses**

None

# ATTACHMENT B

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated August 21, 2012 is executed by and between CLICKFOX, INC., a Delaware corporation, having a principal place of business located at 3445 Peachtree Road, Suite 1250, Atlanta, Georgia 30326 (the "Debtor"), and HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership, 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 (together with its successors and/or assigns, the "Secured Party").

### RECITALS

A. Pursuant to the terms of that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement") by and between the Debtor and the Secured Party, the Secured Party has established a certain term loan arrangement in favor of the Debtor (collectively, the "Term Loan"), which Term Loan is evidenced by, among other things, the Note (as defined in the Loan Agreement). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement.

B. To induce the Secured Party to the establish the Term Loan in favor of Debtor pursuant to the terms of the Loan Agreement, the Debtor desires to grant a security interest to the Secured Party in all of the Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**1. Security Interest.** As security for the Secured Obligations (as defined in the Loan Agreement) described in Section 2 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all

trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto (collectively, the "Licenses");

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

**2. Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the Secured Obligations (as defined in the Loan Agreement).

**3. Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and represents that the representations and warranties contained in Section 5 of the Loan Agreement are true, correct and complete, and the provisions of Section 5 of the Loan Agreement are hereby incorporated herein by reference and made a part hereof.

**4. Rights of the Secured Party.** Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations (as defined in the Loan Agreement) to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody,



sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations (as defined in the Loan Agreement) in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations (as defined in the Loan Agreement) in full, the Debtor will be liable for the deficiency, together with interest thereon, at the default rate as set forth in Section 2.6 of the Loan Agreement and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

**5. Rights of Secured Party to Use and Operate Collateral.** Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations (as defined in the Loan Agreement) in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations (as defined in the Loan Agreement) as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

**6. Events of Default.** The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default, as such term is defined in the Loan Agreement (herein called "Events of Default").

**7. Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations (as defined in the Loan Agreement) or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it

may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

**8. Termination and Assignment.** This Agreement and the security interests in the Collateral created hereby shall terminate as set forth in and pursuant to Section 3 of the Loan Agreement. No waiver by the Secured Party or by any other holder of Secured Obligations (as defined in the Loan Agreement) of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to the Note at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations (as defined in the Loan Agreement) held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations (as defined in the Loan Agreement), whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

**9. Governmental Approvals.** The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

**10. Setoffs.** If the Debtor shall fail generally to pay its debts as such debts become due, or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

**11. Reinstatement.** This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations (as defined in the Loan Agreement) must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

**12. Notices.** Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated

therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

**13. [Intentionally omitted].**

**14. Amendment; Miscellaneous.** The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations (as defined in the Loan Agreement). In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

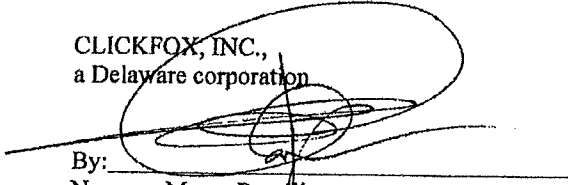
**15. Governing Law and Jurisdiction.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of the State of California.

<The remainder of this page is intentionally left blank.>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation

By:   
Name: Marco Pace  
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Technology Growth Capital,  
Inc., Its Manager

By: \_\_\_\_\_  
Name: K. Nicholas Martitsch  
Its: Associate General Counsel

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation


By: \_\_\_\_\_  
Name: Marco Pacelli  
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Technology Growth Capital,  
Inc., Its Manager

By:   
Name: K. Nicholas Martitsch  
Its: Associate General Counsel

**SCHEDULE A**

**Copyrights**

None

## SCHEDULE B

### Patents

The Company has registered or applied for registration for the following patents:

- U.S. Patent No. 7,107,535
- U.S. Patent App. No. 11/491,678
- U.S. Patent No. 7,305,622
- U.S. Patent No. 7,152,106
- U.S. Patent No. 7,644,134
- U.S. Patent No. 7,673,340

**U.S. Patent No. 7,107,535** (the “’535 patent”) issued on September 12, 2006, and claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. The claimed methods analyze a user’s navigational path through web pages of the website to determine the user’s objective in visiting the website. Based on analysis of the path and the determined user objective, the methods recommend modifications to structural relationships between the web pages to provide alternate user navigation between the web pages in the future. For example, the methods can recommend modifications to transitional links, such as hyperlinks, between the web pages. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent Application No. 11/491,678** has not yet issued as a patent, but its pending claims have been allowed by the U.S. Patent and Trademark Office. Like the related ’535 patent, the 11/491,678 application claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. According to the claimed methods of the application, a navigational history of website users is created by monitoring users’ accesses to web pages of the website. Based on the navigational history, a recommendation is made to modify the navigational structure of the website, and the website is modified to result in alternate future user navigation. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent No. 7,305,622** (the “’622 patent”) issued on December 4, 2007, and claims methods for graphically displaying utilization patterns of a resource, such as a website. The methods analyze usage of a resource and provide one or more graphical displays representing that usage. For example, the methods can provide a tree-oriented site map representing various objects of interest of the resource, which can be, for example, web pages of a website. Various types and colors of lines can be overlaid on the site map to illustrate how users interact with the resource. More specifically, the methods analyze and illustrate how and whether users complete predefined tasks through the resource by displaying a hierarchical representation of the objects of interest and their navigational structure, overlaid with a representation of paths taken in user accesses to the objects of interest to perform a task. As a result, administrators can analyze graphical displays to determine how effectively tasks are performed with the resource.

**U.S. Patent No. 7,152,106** (the “’106 patent”) issued on December 19, 2006, and claims methods for reconstructing a user’s navigational path through web pages of a website. For various reasons, a conventional website is often unable to log certain details of user interactions with the website. The claimed methods of the patent retrieve a partial navigational path and manipulate data to reconstruct the complete path. The partial path contains a set of web page step pairs, where each step pair includes a

source web page and a destination web page. If a direct link exists between a destination web page and the source web page of the subsequent step pair in the partial path, then the methods insert a step into the path indicating that the user linked directly from the destination web page to the subsequent source web page. In this manner, the partial path can be reconstructed into a complete navigational path.

**U.S. Patent No. 7,644,134** (the “’134 patent”) issued on January 5, 2010, and claims methods for analyzing user interaction with an interactive system to modify the interactive system to assist future users in performing defined tasks more effectively. The analyzed system can be a website having web pages linked by a navigational structure, but the claimed methods can also apply to other interactive systems. In the case of a website, tasks on the website are defined as predetermined sequences of user accesses to the website, where each task represents a function that can be achieved by a user through visiting the corresponding predetermined sequence of web pages on the website. In the claimed methods, actual user accesses are compared to a chosen task to determine whether a user completed at least a portion of the task. Based on comparisons of user accesses to the task, the claimed methods modify the website, or recommend modification of the website, to assist future users in performing the task more effectively.

**U.S. Patent No. 7,673,340** (the “’340 patent”) issued on March 2, 2010, and claims systems and methods for analyzing user behavior on an interactive system, such as a website, to provide recommendations for improvement the interactive system. Insights about user interactions with the interactive system are provided in graph form, including a presentation graph and an optional application graph. A presentation graph illustrates various user interfaces, where each node of the graph is a single user interface experienced by a user. An application model can be established to represent a feature of the interactive system, and an optional application graph illustrates various states relating to the feature modeled in a particular application model. Along with other information, presentation and application graphs are used to analyze user interaction with the interactive system, to recommend improvements to the website. The systems and methods of the ’340 patent can be applied to a website, so the claimed systems and methods can be used to analyze and illustrate website usage.



SCHEDULE C

Trademarks

The Company has registered or applied for registration for the following trademarks:

Application No.	Filing Date	Registration Date	Registration No.	Status	Title
77/116,927	2/27/2007			Pending	CUSTOMER BEHAVIOR INTELLIGENCE
76/075,490	6/22/2000	7/16/2002	2,595,466	Registered	CLICKFOX

SCHEDULE D

Licenses

See Attached

1. Avaya Master License and Service Agreement, dated November 10, 2004 between the Company and Avaya, Inc.
2. Avaya Developer Connection Program Agreement, between the Company and Avaya, Inc., dated January 19, 2007 and amended by the Amendment to the Developer Connection Program Agreement, dated January 23, 2008.
3. Genesys Interworks Program Agreement between the Company and Genesys Telecommunications Laboratories, Inc., dated December 20, 2006.
4. Cooperative Marketing and Co-Sell Agreement between the Company and Intervoice, Inc., dated November 14, 2007.
5. BSD license:

acme\_serve.jar  
dom4j.jar  
JavaSWF.jar  
NetComponents.jar  
jdbm.jar

BSD license freely permits reproduction and distribution of the applicable computer software on both modified and unmodified forms, subject to general obligations of attribution (e.g., reproduction of original copyright notice), disclaimers of warranties, and obligations of non-use with respect to certain trademarks of the software proprietor. While purporting to be a "BSD"-style license, the license applicable to netcomponents.jar (the Netcomponents Java class package) permits use of that software only to create new software, and only permits further distribution of netcomponents.jar only as part of said newly-created software.

6. GNU GPL/LGPL licensing mechanism

JFlex.jar  
commons-logging.jar  
jfreechart-0.9.3.jar  
keypoint-png.jar  
java\_cup.jar  
mysql\_comp.jar  
java-getopt-1.0.7.jar  
jcommon-0.7.0.jar

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

7. APACHE GPL licensing mechanism

activation.jar  
axis.jar

axissoap.jar  
freemarker.jar  
jta-spec1\_0\_1.jar  
jakarta-oro-2.0.6.jar  
mail.jar  
jaxrpc-api.jar  
axis-ant.jar  
axis.jar  
commons-discovery.jar  
commons-logging.jar  
jaxrpc.jar  
log4j-1.2.4

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

8. Mozilla Public License mechanism

js.jar

The Company utilizes this product in its "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

9. Sun BCL License mechanism

saaj-api.jar  
jaxrpc.jar  
saaj-ri.jar  
jaxrpc-ri.jar  
soap.jar  
jce1\_2\_1.jar  
sunjce\_provider.jar  
sunsoap.jar

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

10. Common Public License mechanism

wSDL4j.jar

The Company utilizes this product in its "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

11. GNU GPL/LGPL licensing mechanism

jfreechart.jar

Jfreechart.jar is a class library, written in Java, for creating charts, which is linked to the ClickFox application and which is distributed to end users. The Company has modified this library as is permitted under the LGPL, and is permitted by the LGPL to distribute the modified library. In addition, because the application is linked to the library, the application is, within the meaning of the LGPL, a "work that uses the Library". In addition to other obligations under the LGPL, the Company must make available the application in "object code and/or source code"; the Company satisfies this obligation by making the application available in object code form, but not in source code form.

12. Eclipse Public License (EPL)

<http://www.eclipse.org/legal/eplfaq.php>

Eclipse IDE.  
All RCP plugins.

13. Apache License

<http://www.apache.org/licenses/>

Axis <http://www.apache.org/licenses/>  
Commons Collection <http://commons.apache.org/license.html>  
Commons Net <http://commons.apache.org/license.html>  
Commons Pool <http://commons.apache.org/license.html>  
JDom <http://www.apache.org/licenses/>  
Log4j <http://www.apache.org/licenses/>  
Xerces <http://xml.apache.org/LICENSE>  
ANT <http://ant.apache.org/license.html>

14. LGPL

<http://www.gnu.org/licenses/lgpl.html>

OpenAMF  
GnuGetOpt  
Hibernate

15. Common Public License

JUnit <http://junit.sourceforge.net/cpl-v10.html>

16. SUN License

<http://www.java.com/en/download/license.jsp>

javax  
mq  
jaf  
javamail  
saaj

#### 17. Database JDBC Drivers

All database JDBC drivers are freely redistributable.

MS SQL 2005  
MySQL  
Postgres  
DB2  
Oracle

BOI 15936142.6

RECORDED: 09/17/2012

TRADEMARK  
REEL 008622 FRAME 0713  
REEL 008622 FRAME 0057

# ATTACHMENT C

**RATIFICATION AND AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Ratification and Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of the 27<sup>th</sup> day of May, 2014 by and between:

**Hercules Technology III, L.P.**, a Delaware limited partnership having offices located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 (together with its successors and/or assigns, the "Secured Party"); and

**ClickFox, Inc.**, a Delaware corporation having a principal place of business located at 3445 Peachtree Road, Suite 450, Atlanta, Georgia 30326 (together with its successors and/or assigns, the "Debtor");

in consideration of the mutual covenants contained herein and the benefits to be derived herefrom.

W I T N E S S E T H:

A. On or about August 21, 2012, the Secured Party established a certain term loan (the "2012 Term Loan") in favor of the Debtor pursuant to that certain Loan and Security Agreement dated August 21, 2012 (the "2012 LSA") by and between the Secured Party and the Debtor, which 2012 Term Loan is evidenced by, among other things, that certain Secured Term Promissory Note dated August 27, 2012 (the "2012 Term Note") made by the Debtor payable to the order of the Secured Party in the original principal amount of \$8,000,000.00.

B. On or about August 23, 2013, the Secured Party established a certain revolving credit facility (the "Revolving Credit Facility") in favor of the Debtor pursuant to that certain Loan and Security Agreement dated August 23, 2013 (the "2013 LSA") by and between the Secured Party and the Debtor.

C. All of the Debtor's obligations and liabilities to the Secured Party, including, without limitation, its obligations and liabilities relating to the 2012 Term Loan and the Revolving Credit Facility are secured by, among other things, a first priority lien in and to certain intellectual property assets of the Debtor, including, without limitation, the intellectual property assets identified on Schedule A, attached hereto and made a part hereof, pursuant to the 2012 LSA, the 2013 LSA and that certain Intellectual Property Security Agreement dated August 21, 2012 (as the same has been and may be further amended, restated, extended, supplemented or otherwise modified from time to time, the "IP Security Agreement") by and between the Secured Party and the Debtor. Capitalized terms used herein that are not defined shall have the meanings assigned to such terms in the IP Security Agreement.

D. The Debtor has requested that the Secured Party establish a term loan (the "2014 Term Loan") in favor of the Debtor to permit the Debtor to refinance existing loans established by the Secured Party in favor of the Debtor and to provide additional working capital to the Debtor. The 2014 Term Loan is evidenced by, among other things, that certain Amended and Restated Loan and Security Agreement dated May \_\_, 2014 (the "2014 LSA") by and between the Secured Party and the Debtor.



E. As a condition precedent to the Secured Party's making the 2014 Term Loan, the Secured Party has required the Debtor to enter into this amendment to provide that the IP Security Agreement secures all of the Debtor's obligations and liabilities to the Secured Party, including, without limitation, the 2014 Term Loan and any existing obligations and liabilities of the Debtor to the Secured Party.

NOW THEREFORE, in consideration of the above premises and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party hereby covenant and agree as follows:

1. Secured Obligations. As a condition to the Secured Party's making of the 2014 Term Loan, the Debtor agrees that the security interest granted by the Debtor under the IP Security Agreement secures all obligations and liabilities of the Debtor to the Secured Party. Accordingly, to the extent necessary, the IP Security Agreement is hereby amended so as to provide that the term "Secured Obligations" includes any and all obligations and liabilities of the Debtor to the Secured Party whether now existing or hereafter arising including, but not limited to, those arising under the 2013 LSA, the 2014 LSA or otherwise.

2. Confirmation of Terms. Except as specifically modified herein, all terms and conditions of the IP Security Agreement remain in full force and effect and are hereby ratified and confirmed in all respects. Without limiting the foregoing, the Debtor and the Secured Party acknowledge and agree that the Collateral (as defined in the IP Security Agreement) granted to the Secured Party under the IP Security Agreement shall continue to secure any and all obligations and liabilities of the Debtor to the Secured Party, as amended by this Amendment.

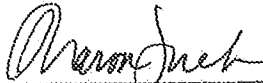
3. Counterparts. This Amendment may be executed in one or more counterparts, which collectively shall constitute one and the same instrument.

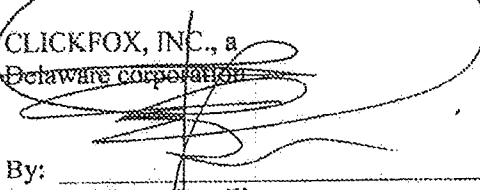
<The remainder of this page is intentionally left blank.>

This Amendment is executed as a sealed instrument as of the date first set forth above.

WITNESS:

DEBTOR:

  
Print Name: SHARON LYNCH

  
~~CLICKFOX, INC., a  
Delaware corporation~~  
By: \_\_\_\_\_  
Name: Marco Jacelli  
Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Hercules Technology Growth  
Capital, Inc., its Manager

By: \_\_\_\_\_  
Name:  
Its:

This Amendment is executed as a sealed instrument as of the date first set forth above.

**WITNESS:**

**DEBTOR:**

CLICKFOX, INC., a  
Delaware corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Marco Pacelli  
Title: Chief Executive Officer

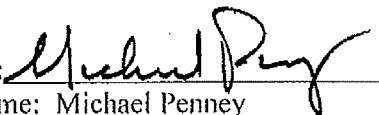
**SECURED PARTY:**

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

  
Print Name: MANAGER ESCO/ANTE

By: Hercules Technology SBIC  
Management, LLC, its General Partner

By: Hercules Technology Growth  
Capital, Inc., its Manager

By:   
Name: Michael Penney  
Its: General Counsel and  
Chief Compliance Officer

## SCHEDULE A

### INTELLECTUAL PROPERTY ASSETS

#### Copyrights

None.

#### Patents

The Company has registered or applied for registration for the following patents:

- U.S. Patent No. 7,107,535
- U.S. Patent App. No. 11/491,678
- U.S. Patent No. 7,305,622
- U.S. Patent No. 7,152,106
- U.S. Patent No. 7,644,134
- U.S. Patent No. 7,673,340

**U.S. Patent No. 7,107,535** (the “’535 patent”) issued on September 12, 2006, and claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. The claimed methods analyze a user’s navigational path through web pages of the website to determine the user’s objective in visiting the website. Based on analysis of the path and the determined user objective, the methods recommend modifications to structural relationships between the web pages to provide alternate user navigation between the web pages in the future. For example, the methods can recommend modifications to transitional links, such as hyperlinks, between the web pages. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent Application No. 11/491,678** has not yet issued as a patent, but its pending claims have been allowed by the U.S. Patent and Trademark Office. Like the related ’535 patent, the 11/491,678 application claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. According to the claimed methods of the application, a navigational history of website users is created by monitoring users’ accesses to web pages of the website. Based on the navigational history, a recommendation is made to modify the navigational structure of the website, and the website is modified to result in alternate future user navigation. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent No. 7,305,622** (the “’622 patent”) issued on December 4, 2007, and claims methods for graphically displaying utilization patterns of a resource, such as a website. The methods analyze usage of a resource and provide one or more graphical displays representing that usage. For example, the methods can provide a tree-oriented site map representing various objects of interest of the resource, which can be, for example, web pages of a website. Various types and colors of lines can be overlaid on the site map to illustrate how users interact with the resource. More specifically, the methods analyze and illustrate how and whether users complete predefined tasks through the resource by displaying a hierarchical representation of the objects of interest and their navigational structure, overlaid with a representation of paths taken in user accesses to the objects of interest to perform a task. As a result,

administrators can analyze graphical displays to determine how effectively tasks are performed with the resource.

**U.S. Patent No. 7,152,106** (the “’106 patent”) issued on December 19, 2006, and claims methods for reconstructing a user’s navigational path through web pages of a website. For various reasons, a conventional website is often unable to log certain details of user interactions with the website. The claimed methods of the patent retrieve a partial navigational path and manipulate data to reconstruct the complete path. The partial path contains a set of web page step pairs, where each step pair includes a source web page and a destination web page. If a direct link exists between a destination web page and the source web page of the subsequent step pair in the partial path, then the methods insert a step into the path indicating that the user linked directly from the destination web page to the subsequent source web page. In this manner, the partial path can be reconstructed into a complete navigational path.

**U.S. Patent No. 7,644,134** (the “’134 patent”) issued on January 5, 2010, and claims methods for analyzing user interaction with an interactive system to modify the interactive system to assist future users in performing defined tasks more effectively. The analyzed system can be a website having web pages linked by a navigational structure, but the claimed methods can also apply to other interactive systems. In the case of a website, tasks on the website are defined as predetermined sequences of user accesses to the website, where each task represents a function that can be achieved by a user through visiting the corresponding predetermined sequence of web pages on the website. In the claimed methods, actual user accesses are compared to a chosen task to determine whether a user completed at least a portion of the task. Based on comparisons of user accesses to the task, the claimed methods modify the website, or recommend modification of the website, to assist future users in performing the task more effectively.

**U.S. Patent No. 7,673,340** (the “’340 patent”) issued on March 2, 2010, and claims systems and methods for analyzing user behavior on an interactive system, such as a website, to provide recommendations for improvement the interactive system. Insights about user interactions with the interactive system are provided in graph form, including a presentation graph and an optional application graph. A presentation graph illustrates various user interfaces, where each node of the graph is a single user interface experienced by a user. An application model can be established to represent a feature of the interactive system, and an optional application graph illustrates various states relating to the feature modeled in a particular application model. Along with other information, presentation and application graphs are used to analyze user interaction with the interactive system, to recommend improvements to the website. The systems and methods of the ’340 patent can be applied to a website, so the claimed systems and methods can be used to analyze and illustrate website usage.

Trademarks

The Company has registered or applied for registration for the following trademarks:

Application No.	Filing Date	Registration Date	Registration No.	Status	Title
77/116,927	2/27/2007			Pending	CUSTOMER BEHAVIOR INTELLIGENCE
76/075,490	6/22/2000	7/16/2002	2,595,466	Registered	CLICKFOX

Licenses

See Attached.

1. Avaya Master License and Service Agreement, dated November 10, 2004 between the Company and Avaya, Inc.
2. Avaya Developer Connection Program Agreement, between the Company and Avaya, Inc., dated January 19, 2007 and amended by the Amendment to the Developer Connection Program Agreement, dated January 23, 2008.
3. Genesys Interworks Program Agreement between the Company and Genesys Telecommunications Laboratories, Inc., dated December 20, 2006.
4. Cooperative Marketing and Co-Sell Agreement between the Company and Interservice, Inc. dated November 14, 2007.
5. BSD license:

acme\_serve.jar  
dom4j.jar  
JavaSWF.jar  
NetComponents.jar  
jdbm.jar

BSD license freely permits reproduction and distribution of the applicable computer software on both modified and unmodified forms, subject to general obligations of attribution (e.g., reproduction of original copyright notice), disclaimers of warranties, and obligations of non-use with respect to certain trademarks of the software proprietor. While purporting to be a "BSD"-style license, the license applicable to netcomponents.jar (the Netcomponents Java class package) permits use of that software only to create new software, and only permits further distribution of netcomponents.jar only as part of said newly-created software.

6. GNU GPL/LGPL licensing mechanism

JFlex.jar  
commons-logging.jar  
jfreechart-0.9.3.jar  
keypoint-png.jar  
java\_cup.jar  
mysql\_comp.jar  
java-getopt-1.0.7.jar  
jcommon-0.7.0.jar

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

7. APACHE GPL licensing mechanism

activation.jar  
axis.jar



axissoap.jar  
freemarker.jar  
jta-spec1\_0\_1.jar  
jakarta-oro-2.0.6.jar  
mail.jar  
jaxrpc-api.jar  
axis-ant.jar  
axis.jar  
commons-discovery.jar  
commons-logging.jar  
jaxrpc.jar  
log4j-1.2.4

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

8. Mozilla Public License mechanism

js.jar

The Company utilizes this product in its "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

9. Sun BCL License mechanism

saaj-api.jar  
jaxrpc.jar  
saaj-ri.jar  
jaxrpc-ri.jar  
soap.jar  
jce1\_2\_1.jar  
sunjce\_provider.jar  
sunsoap.jar

The Company utilizes each of these software products in their "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

10. Common Public License mechanism

wsdl4j.jar

The Company utilizes this product in its "unmodified" forms, and has created no modifications or derivative works of such software products which would implicate the terms of such licenses applicable to the creation or licensing of derivative works (e.g., obligations to disclose source code of such derivative works).

11. GNU GPL (LGPL) licensing mechanism

jfreechart.jar

Jfreechart.jar is a class library, written in Java, for creating charts, which is linked to the ClickFox application and which is distributed to end users. The Company has modified this library as is permitted under the LGPL, and is permitted by the LGPL to distribute the modified library. In addition, because the application is linked to the library, the application is, within the meaning of the LGPL, a "work that uses the Library". In addition to other obligations under the LGPL, the Company must make available the application in "object code and/or source code", the Company satisfies this obligation by making the application available in object code form, but not in source code form.

12. Eclipse Public License (EPL)

<http://www.eclipse.org/legal/eplfaq.php>

Eclipse IDE.  
All RCP plugins.

13. Apache License

<http://www.apache.org/licenses/>

Axis <http://www.apache.org/licenses/>  
Commons Collection <http://commons.apache.org/license.html>  
Commons Net <http://commons.apache.org/license.html>  
Commons Pool <http://commons.apache.org/license.html>  
JDom <http://www.apache.org/licenses/>  
Log4j <http://www.apache.org/licenses/>  
Xerces <http://xml.apache.org/LICENSE>  
ANT <http://ant.apache.org/license.html>

14. LGPL

<http://www.gnu.org/licenses/lgpl.html>

OpenAMF  
GnuGetOpt  
Hibernate

15. Common Public License

JUnit <http://junit.sourceforge.net/epl-v10.html>

16. SUN License

<http://www.java.com/en/download/license.jsp>

java  
mq  
jaf  
javamail  
saaj

#### 17. Database JDBC Drivers

All database JDBC drivers are freely redistributable.

MS SQL 2005  
MySQL  
Postgres  
DB2  
Oracle

BO1 15936142 6

# ATTACHMENT D

**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") dated November 23, 2015 is executed by and between CLICKFOX, INC., a Delaware corporation, having a principal place of business located at 3445 Peachtree Road, Suite 1250, Atlanta, Georgia 30326 (the "Debtor"), and HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership, 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 (together with its successors and/or assigns, the "Secured Party"), and amends and restates in its entirety, that certain Intellectual Property Security Agreement dated August 21, 2012 (the "Original Agreement").

**RECITALS**

A. Whereas, Debtor and Secured Party initially entered into a certain Loan and Security Agreement dated as of August 21, 2012 by and between Debtor and Secured Party whereby the Secured Party established a certain term loan arrangements in favor of the Debtor, which was amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated May 27, 2014 (as the same may be amended, restated and/or otherwise modified from time to time, the "2014 LSA") pursuant to which Lender established a certain term loan facility in favor of the Borrower in the principal amount of Six Million Dollars (\$6,000,000.00) (the "Term Loan"). Furthermore, in connection with that certain Amendment No. 3 to Amended and Restated Loan and Security Agreement dated July 31, 2015 (the "Third Amendment"), Secured Party established an additional secured loan in favor of the Borrower in the original principal amount of up to \$3,300,000.00 (the "2015 Bridge Loan").

B. Debtor and Secured Party entered into a certain Loan and Security Agreement dated August 23, 2013 (as the same may be amended, restated and/or otherwise modified from time to time, the "2013 LSA" and together with the 2014 LSA, collectively, the "Loan and Security Agreements"), pursuant to which Secured Party established a revolving credit facility in favor of the Debtor in an aggregate principal amount of up to Two Million Dollars (\$2,000,000.00) (the "Revolving Loan"). For the purposes of this Agreement, the 2015 Bridge Loan, the Term Loan, and the Revolving Loan, shall collectively be referred to as the "Loans" and any and all obligations of the Debtor in favor of the Secured Party relating to the Loans, shall collectively be referred to as the "Secured Obligations".

C. The Borrower is in default of its obligations under or in respect of the Revolving Loan. The Borrower has requested that the Lender otherwise forebear from exercising its rights and remedies upon default, and to extend the maturity date of the Revolving Loan. Secured Party is willing to so forbear, subject to, among other things, the Debtor reaffirming Secured Party's security interest in all of the Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof) to secure the Secured Obligations and Debtor's amending and restating of the Original Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**1. Security Interest.** As security for the Secured Obligations, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral");

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State

thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto (collectively, the "Licenses");

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

**2. Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the Secured Obligations.

**3. Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and represents that the representations and warranties contained in Section 5 of the 2014 LSA are true, correct and complete, and the provisions of Section 5 of the 2014 LSA are hereby incorporated herein by reference and made a part hereof.

4. **Rights of the Secured Party.** Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the default rate as set forth in Section 2.5 of the 2014 LSA and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

5. **Rights of Secured Party to Use and Operate Collateral.** Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right, so long as any such Event of Default continues, to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

6. **Events of Default.** The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default, as such term is defined in the Loan and Security Agreements (herein called "Events of Default").

7. **Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

8. **Assignment.** No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to the Note at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

9. **Governmental Approvals.** The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

10. **Setoffs.** If the Debtor shall fail generally to pay its debts as such debts become due or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same



toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

**11. Reinstatement.** This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

**12. Notices.** Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first-class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

**13. Amendment; Miscellaneous.** The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

**14. Governing Law and Jurisdiction.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of the State of California.

**15. Filings.** The Debtor will promptly execute and deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may themselves execute and file, and at the Secured Party's request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any Collateral now owned or hereafter acquired by the Debtor or in any replacements or proceeds thereof.

**16. RATIFICATION AND CONFIRMATION OF SECURITY INTEREST.** THIS AGREEMENT AMENDS AND RESTATES THE ORIGINAL AGREEMENT AND IS MADE IN CONNECTION WITH THAT CERTAIN FORBEARANCE AGREEMENT OF EVEN DATE AND IS A CONDITION PRECEDENT THEREUNDER. THE DEBTOR FURTHER ACKNOWLEDGES AND

AGREES THAT THE SECURITY INTEREST GRANTED TO THE SECURED PARTY UNDER THE ORIGINAL AGREEMENT IS HEREBY RATIFIED AND REAFFIRMED, AND IS A CONTINUING LIEN IN FULL FORCE AND EFFECT DATING BACK TO THE ORIGINAL AGREEMENT.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation

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

Name: Marco Pacelli

Title: Chief Executive Officer

SECURED PARTY:

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Technology Growth Capital,  
Inc., Its Manager

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

Name: Benjamin Bang

Its: Associate General Counsel

SCHEDULE A

Copyrights

None

## SCHEDULE B

### **Patents**

The Company has registered or applied for registration for the following patents:

- U.S. Patent No. 7,107,535, Filing Date: 2/7/2001
- U.S. Patent No. 7,725,840, Filing Date: 7/24/2006
- U.S. Patent No. 7,305,622, Filing Date: 12/5/2001
- U.S. Patent No. 7,152,106, Filing Date: 7/5/2002
- U.S. Patent No. 7,644,134, Filing Date: 7/5/2002
- U.S. Patent No. 7,673,340, Filing Date: 6/2/2005
- U.S. Patent No. 8,769,441, Filing Date: 5/20/2010
- U.S. Patent Application No. 14/319,879, Filing Date: 6/30/2014

SCHEDULE C

Trademarks

The Company has registered or applied for registration for the following trademarks:

Application No.	Filing Date	Registration Date	Registration No.	Status	Title
86/764,240	9/22/2015			Pending	JOURNEY SCIENCES
76/075,490	6/22/2000	7/16/2002	2,595,466	Registered	CLICKFOX

**SCHEDULE D**

**Licenses**

**None.**

# ATTACHMENT E



**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") dated May 9, 2016 is executed by and between CLICKFOX, INC., a Delaware corporation, having a principal place of business located at 3445 Peachtree Road, Suite 1250, Atlanta, Georgia 30326 (the "Debtor"), and HERCULES CAPITAL, INC., a Maryland corporation, having a principal place of business at 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 ("Secured Party"), in its capacity as administrative agent for itself and certain lender parties (collectively referred to as "Lender") to that certain 2016 Amended and Restated Loan and Security Agreement (as amended or supplemented from time to time, the "A&R Loan Agreement") made concurrently herewith among Agent, Lender, and Debtor, and amends and restates in its entirety, that certain Intellectual Property Security Agreement dated August 21, 2012 (the "Original Agreement").

RECITALS

A. Whereas, Debtor and Secured Party's affiliate Hercules Technology III, L.P. entered into that certain Amended and Restated Intellectual Property Security Agreement dated November 23, 2015 in connection with certain Secured Obligations (as defined therein) of Debtor to Hercules Technology III, L.P. that amended and restated the terms of the Original Agreement.

B. Whereas Debtor, Secured Party and Lender concurrently are entering into the A&R Loan Agreement pursuant to the terms of which Lender is willing to extend and to continue to extend financial accommodations to Debtor, but only upon the condition, among others, that Debtor grant to Secured Party on behalf of Lender a security interest in certain copyrights, trademarks, patents and licenses to secure the Secured Obligations as such term is revised therein.

C. Pursuant to the terms of the A&R Loan Agreement, Debtor has granted to Agent on behalf of Lender a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, as defined therein.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Security Interest.** As security for the Secured Obligations, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Intellectual Property Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto (collectively, the "Licenses");

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings;

(g) Debtor's skill, expertise, and experience; Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

**2. Secured Obligations.** The security interest hereby granted shall secure the due and punctual payment and performance of the Secured Obligations.

**3. Special Warranties and Covenants of the Debtor.** The Debtor hereby warrants and represents that the representations and warranties contained in Section 5 of the A&R Loan Agreement are true, correct and complete, and the provisions of Section 5 of the A&R Loan Agreement are hereby incorporated herein by reference and made a part hereof.

**4. Rights of the Secured Party.** Upon the occurrence of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Intellectual Property Collateral and, in addition thereto, the right to enter upon any premises on which the Intellectual Property Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Intellectual Property Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Intellectual Property Collateral is perishable or threatens to decline speedily in value or is of a type

customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Intellectual Property Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Intellectual Property Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the default rate as set forth in Section 2.5 of the A&R Loan Agreement and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

**5. Rights of Secured Party to Use and Operate Intellectual Property Collateral.** Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Intellectual Property Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Intellectual Property Collateral shall be applied to pay the expenses of maintaining and protecting the Intellectual Property Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Intellectual Property Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right, so long as any such Event of Default continues, to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Intellectual Property Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Intellectual Property Collateral shall be finally made and consummated.

**6. Events of Default.** The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default, as such term is defined in the A&R Loan Agreement (herein called "Events of Default").

**7. Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Intellectual Property Collateral and consents to and waives notice of the granting of renewals,

extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Intellectual Property Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Intellectual Property Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Intellectual Property Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

**8. Assignment.** No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to the Note at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

**9. Governmental Approvals.** The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

**10. Setoffs.** If the Debtor shall fail generally to pay its debts as such debts become due, or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

**11. Reinstatement.** This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or

conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

**12. Notices.** Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

**13. Amendment; Miscellaneous.** The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

**14. Governing Law and Jurisdiction.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 12 of this Agreement or as otherwise provided under the laws of the State of California.

**15. Filings.** The Debtor will promptly execute and deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may themselves execute and file, and at the Secured Party's request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security interest in any Intellectual Property Collateral now owned or hereafter acquired by the Debtor or in any replacements or proceeds thereof.

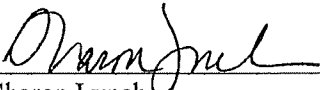
**16. RATIFICATION AND CONFIRMATION OF SECURITY INTEREST.** THIS AGREEMENT AMENDS AND RESTATES THE ORIGINAL AGREEMENT AND IS MADE IN CONNECTION WITH THAT CERTAIN 2016 AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT BY AND AMONG DEBTOR, SECURED PARTY AND LENDER OF EVEN DATE AND IS A CONDITION PRECEDENT THEREUNDER. THE DEBTOR FURTHER ACKNOWLEDGES AND AGREES THAT THE SECURITY INTEREST GRANTED TO THE SECURED PARTY UNDER THE ORIGINAL AGREEMENT IS HEREBY RATIFIED AND REAFFIRMED, AND IS A CONTINUING LIEN IN FULL FORCE AND EFFECT DATING BACK TO THE ORIGINAL AGREEMENT, AS MODIFIED BY THE TERMS HEREOF.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation

By:   
Name: Sharon Lynch  
Title: Chief Financial Officer

SECURED PARTY:

HERCULES CAPITAL, INC.,  
a Maryland corporation, as agent

By: \_\_\_\_\_  
Name: Benjamin Bang  
Its: Associate General Counsel

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEBTOR:

CLICKFOX, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Marco Pacelli  
Title: Chief Executive Officer

SECURED PARTY:

HERCULES CAPITAL, INC.  
a Maryland corporation, as agent

By: \_\_\_\_\_  
Name: Benjamin Bang  
Title: Associate General Counsel

SCHEDULE A

Copyrights

None



## SCHEDULE B

### Patents

The Company has registered or applied for registration for the following patents:

- U.S. Patent No. 7,107,535
- U.S. Patent No. 7,725,840
- U.S. Patent No. 7,305,622
- U.S. Patent No. 7,152,106
- U.S. Patent No. 7,644,134
- U.S. Patent No. 7,673,340
- U.S. Patent No. 8,769,441
- U.S. Patent App. No. 14/319,879

**U.S. Patent No. 7,107,535** (the “535 patent”) issued on September 12, 2006, and claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. The claimed methods analyze a user’s navigational path through web pages of the website to determine the user’s objective in visiting the website. Based on analysis of the path and the determined user objective, the methods recommend modifications to structural relationships between the web pages to provide alternate user navigation between the web pages in the future. For example, the methods can recommend modifications to transitional links, such as hyperlinks, between the web pages. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent No. 7,725,840** (the “840 patent”) issued on May 25, 2010. Like the related ’535 patent, the ’840 patent claims methods for modifying a website structure based on analysis of past user navigation, to provide alternate user navigation in the future. According to the claimed methods of the application, a navigational history of website users is created by monitoring users’ accesses to web pages of the website. Based on the navigational history, a recommendation is made to modify the navigational structure of the website, and the website is modified to result in alternate future user navigation. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent No. 7,305,622** (the “622 patent”) issued on December 4, 2007, and claims methods for graphically displaying utilization patterns of a resource, such as a website. The methods analyze usage of a resource and provide one or more graphical displays representing that usage. For example, the methods can provide a tree-oriented site map representing various objects of interest of the resource, which can be, for example, web pages of a website. Various types and colors of lines can be overlaid on the site map to illustrate how users interact with the resource. More specifically, the methods analyze and illustrate how and whether users complete predefined tasks through the resource by displaying a hierarchical representation of the objects of interest and their navigational structure, overlaid with a representation of paths taken in user accesses to the objects of interest to perform a task. As a result, administrators can analyze graphical displays to determine how effectively tasks are performed with the resource.

**U.S. Patent No. 7,152,106** (the “106 patent”) issued on December 19, 2006, and claims methods for reconstructing a user’s navigational path through web pages of a website. For various reasons, a

conventional website is often unable to log certain details of user interactions with the website. The claimed methods of the patent retrieve a partial navigational path and manipulate data to reconstruct the complete path. The partial path contains a set of web page step pairs, where each step pair includes a source web page and a destination web page. If a direct link exists between a destination web page and the source web page of the subsequent step pair in the partial path, then the methods insert a step into the path indicating that the user linked directly from the destination web page to the subsequent source web page. In this manner, the partial path can be reconstructed into a complete navigational path.

**U.S. Patent No. 7,644,134** (the “134 patent”) issued on January 5, 2010, and claims methods for analyzing user interaction with an interactive system to modify the interactive system to assist future users in performing defined tasks more effectively. The analyzed system can be a website having web pages linked by a navigational structure, but the claimed methods can also apply to other interactive systems. In the case of a website, tasks on the website are defined as predetermined sequences of user accesses to the website, where each task represents a function that can be achieved by a user through visiting the corresponding predetermined sequence of web pages on the website. In the claimed methods, actual user accesses are compared to a chosen task to determine whether a user completed at least a portion of the task. Based on comparisons of user accesses to the task, the claimed methods modify the website, or recommend modification of the website, to assist future users in performing the task more effectively.

**U.S. Patent No. 7,673,340** (the “340 patent”) issued on March 2, 2010, and claims systems and methods for analyzing user behavior on an interactive system, such as a website, to provide recommendations for improvement the interactive system. Insights about user interactions with the interactive system are provided in graph form, including a presentation graph and an optional application graph. A presentation graph illustrates various user interfaces, where each node of the graph is a single user interface experienced by a user. An application model can be established to represent a feature of the interactive system, and an optional application graph illustrates various states relating to the feature modeled in a particular application model. Along with other information, presentation and application graphs are used to analyze user interaction with the interactive system, to recommend improvements to the website. The systems and methods of the '340 patent can be applied to a website, so the claimed systems and methods can be used to analyze and illustrate website usage.

**U.S. Patent No. 8,769,441** (the “441 patent”) issued on July 1, 2014. The '441 patent is related to the '535 and '840 patents, and the '441 patent claims methods for managing an interactive electronic system that includes a single website. According to the claimed methods, a new structure of the website is created based on statistical correlations in session data that shows user navigation between three or more pages in the website. As a result, the website can be updated to enable users to more effectively navigate through the web pages.

**U.S. Patent App. No. 14/319,879** (the “879 application”) has not yet issued as a patent. It is related to the '441, '840, and '535 patents. The '879 application claims systems and methods for managing network-accessible interactive electronic systems. The computer receives historical session data that represents a user's activity on the interactive system, and based on the historical data, the computer determines a statistical correlation associated with the user's navigation between first and second nodes within the interactive system. Based on the statistical correlation, the system creates a new structure that includes an edge (i.e., a link) between the nodes. The systems and methods of the '879 application can be applied to a website, so the claimed systems and methods can be used to analyze and illustrate website usage.

**SCHEDULE C**

**Trademarks**

Application No. or Serial Number	Filing Date	Registration Date	Registration No.	Status	Title
76/075,490	6/22/2000	7/16/2002	2,595,466	Registered	CLICKFOX
77/116,927	2/27/2007	1/13/2009	3,559,492	Dead	CUSTOMER BEHAVIOR INTELLIGENCE
86/764,240	9/22/2015	--	--	Pending	JOURNEY SCIENCES
86/894,172	2/2/2016	--	--	Pending	JOURNEY DATASET
86/894,238	2/2/2016	--	--	Pending	JOURNEY SCIENCES (& design)
86/894,209	2/2/2016	--	--	Pending	JOURNEYS TELL A STORY
86/898,494	2/5/2016	--	--	Pending	JOURNEY ARCHITECTURE

SCHEDULE D

Licenses

None.