

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPARTNER, INC.		11/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VECTOR INVESTMENT PARTNERS I, LLC		
Street Address:	One Market Street Steuart Tower, 23rd Floor		
Internal Address:	c/o Vector Capital		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4915272	IMPARTNER	
Registration Number:	5637594	IMPARTNER I	
Registration Number:	5632896	SEGMENTAI	
Registration Number:	5632895	IMPARTNER I	
Registration Number:	5189147	TREMOLO	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	78816-13		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	11/06/2019		

CH \$140.00 4915272

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of November 5, 2019, by and between **VECTOR INVESTMENT PARTNERS I, LLC**, a Delaware limited liability company (“Agent”), and **IMPARTNER, INC.** (f/k/a **TREEHOUSE INTERACTIVE HOLDING, INC.**), a Delaware corporation (“Grantor”).

RECITALS

A. The Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor and **TREEHOUSE INTERACTIVE, INC.**, a California corporation, (collectively, the “Co-Borrowers”) in the amounts and manner set forth in that certain Loan and Security Agreement, by and among the Co-Borrowers, **IMPARTNER UK LIMITED**, a company incorporated under the laws of England and Wales with company number 11360392 (“Impartner UK”), Agent, the lenders from time to time parties thereto (the “Lenders”) and the other parties thereto, dated as of the November 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to the Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

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

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

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

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

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

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

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

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

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

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IMPARTNER, INC.

Address:
10619 South Jordan Gateway, Suite 130
South Jordan, UT 84095
Attn: Bert Young - CFO

By: 
Name: Bert Young
Title: Chief Financial Officer

AGENT:

VECTOR INVESTMENT PARTNERS I, LLC

Address:
c/o Vector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, CA 94105

By: _____
Name: Jim Murray
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

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Attn: Bert Young - CFO

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Title: _____

AGENT:

VECTOR INVESTMENT PARTNERS I, LLC

Address:
c/o Vector Capital
One Market Street
Steuart Tower, 23rd Floor
San Francisco, CA 94105

By:  _____
Name: Jim Murray
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

sf-4096294

TRADEMARK
REEL: 006790 FRAME: 0193

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMPARTNER	4915272	3/8/2016
 IMPARTNER	5637594	12/25/2018
SEGMENTAI	5632896	12/18/2018
 IMPARTNER	5632895	12/18/2018
TREMOLO	5189147	4/25/2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None