

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vobile, Inc.		11/15/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zefr, Inc.		
Street Address:	4101 Redwood Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3747931	AUDIOTRACKER	
Registration Number:	3750886	AUDIOTRACKER	
Registration Number:	4939063	BLAYZE	
Registration Number:	2478846	FORMOVIES	
Registration Number:	3765214	MEDIADNA	
Registration Number:	3766506	MEDIADNA	
Registration Number:	3656148	MEDIATRACKER	
Registration Number:	3753457	MEDIATRACKER	
Registration Number:	3619039	MEDIAWISE	
Registration Number:	3942626	MEDIAWISE	
Registration Number:	1835804	PAY PER TRANSACTION	
Registration Number:	5284547	PAY PER TRANSACTION	
Registration Number:	3691412	POWERING THE INTERNET VIDEO ECONOMY	
Registration Number:	1527442	PPT	
Registration Number:	4737782	RECLAIM	
Registration Number:	4780082	REMATCH	
Registration Number:	4899709	RENTAILER	
Registration Number:	2117294	RPM	
Registration Number:	3573274	VDDB	

OP \$840.00 3747931

Property Type	Number	Word Mark
Registration Number:	3774173	VDDDB
Registration Number:	3756938	VDNA
Registration Number:	3763857	VDNA
Registration Number:	3738408	VIDEOTRACKER
Registration Number:	3819875	VIDEOTRACKER
Registration Number:	3354129	VOBILE
Registration Number:	3695405	VOBILE
Registration Number:	5187979	VOBILE
Registration Number:	4338693	VOBILE CLOUD
Registration Number:	4654276	VOBILE MSYNC
Registration Number:	5467023	V
Registration Number:	4626511	CHANNELID
Registration Number:	4626512	RIGHTSID
Registration Number:	5005352	VIDEOID

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 4045723428

Email: tkirilova@kslaw.com

Correspondent Name: Tatyana Kirillova

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 27252.022002

NAME OF SUBMITTER: Tatyana Kirillova

SIGNATURE: //Tatyana Kirillova//

DATE SIGNED: 11/18/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 15th day of November, 2019 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and ZEFR, INC., a California corporation (“*Lender*”).

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Note, dated as of November 15, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Subordinated Note*”), made by Vobile, Inc., a California corporation (“*Borrower*”) in favor of Lender, Lender has made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Subordinated Note and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Guaranty and Security Agreement, dated as of November 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Guaranty and Security Agreement*”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Subordinated Note, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all of the Proceeds and products, whether tangible or intangible, of any of the foregoing;

provided; that, the Trademark Collateral shall not include any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

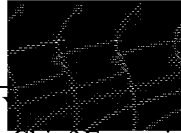
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VOBILE, INC. a California corporation

By: _____
Name: _____
Title: Chief Executive Officer



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006797 FRAME: 0632

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ZEFR, INC., a California corporation

By: _____

Name: _____


ZACH JAMES

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006797 FRAME: 0633

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>No.</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
1.	Vobile, Inc.	3747931	AudioTracker
2.	Vobile, Inc.	3750886	AudioTracker
3.	Vobile, Inc.	4939063	BLAYZE
4.	Vobile, Inc.	2478846	Formovies
5.	Vobile, Inc.	3765214	MediaDNA
6.	Vobile, Inc.	3766506	MediaDNA
7.	Vobile, Inc.	3656148	MediaTracker
8.	Vobile, Inc.	3753457	MediaTracker
9.	Vobile, Inc.	3619039	MediaWise
10.	Vobile, Inc.	3942626	MediaWise
11.	Vobile, Inc.	1835804	Pay Per Transaction
12.	Vobile, Inc.	5284547	Pay Per Transaction
13.	Vobile, Inc.	3691412	Powering The Internet Video Economy
14.	Vobile, Inc.	1527442	PPT
15.	Vobile, Inc.	4737782	RECLAIM
16.	Vobile, Inc.	4780082	REMATCH
17.	Vobile, Inc.	4899709	Rentailer
18.	Vobile, Inc.	2117294	RPM
19.	Vobile, Inc.	3573274	VDDB
20.	Vobile, Inc.	3774173	VDDB
21.	Vobile, Inc.	3756938	VDNA
22.	Vobile, Inc.	3763857	VDNA
23.	Vobile, Inc.	3738408	VideoTracker
24.	Vobile, Inc.	3819875	VideoTracker
25.	Vobile, Inc.	3354129	Vobile
26.	Vobile, Inc.	3695405	Vobile
27.	Vobile, Inc.	5187979	vobile
28.	Vobile, Inc.	4338693	VOBILE CLOUD
29.	Vobile, Inc.	4654276	vobile msync
30.	Vobile, Inc.	5467023	
31.	Vobile, Inc.	4626511	CHANNELID
32.	Vobile, Inc.	4626512	RIGHTSID
33.	Vobile, Inc.	5005352	VIDEOID