

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM598501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrueX Inc.		09/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	2350 Mission College Boulevard Suite 988		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87541747	TRUE[X]	
Serial Number:	87541741	TRUE[X]	
Serial Number:	85962886	TRUE[ATTENTION]	
Serial Number:	85838588	TRUE[TARGETING]	
Serial Number:	85889284	ENGAGEMENT EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Nathan Mullins		
Address Line 1:	1025 Vermont Ave., NW, STE 1130		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	09/18/2020		
Total Attachments: 7			
source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page1.tif			

OP \$140.00 87541747

source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page2.tif
source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page3.tif
source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page4.tif
source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page5.tif
source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page6.tif
source=East West Bank - PaeDae - IP Security Agreement (TrueX) EXECUTED (9.2020)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and trueX inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to PacDae, Inc., a Delaware corporation ("PacDae") and trueX inc., a Delaware corporation ("trueX"; and together with PacDae, individually and collectively, jointly and severally, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of August 18, 2020 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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:

TRUEX INC.

Signature: _____

Print Name: _____

Title: _____

Attention: Keith Petersen
1320 East 7th Street Suite 200
Los Angeles, CA 90021
email: keith.petersen@gimbal.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: Kelvin Chan

Title: Managing Director

Address:
Attention: Kelvin Chan
2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Email: Kelvin.Chan@eastwestbank.com

September 17, 2020

[Signature Page to Intellectual Property Security Agreement]
[trueX]

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:

TRUEX INC.

Signature: _____

Print Name: _____

Title: _____

Attention: Keith Petersen
1320 East 7th Street Suite 200
Los Angeles, CA 90021
email: keith.petersen@gimbal.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: Kelvin Chan

Title: Managing Director

Address:
Attention: Kelvin Chan
2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Email: Kelvin.Chan@eastwestbank.com

September 17, 2020

[Signature Page to Intellectual Property Security Agreement]
[trueX]

Section 3.09(a)





Intellectual Property Rights

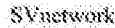


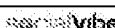

Patents

	<u>Title</u>	<u>Jurisdiction</u>	<u>Case Type</u>	<u>PTO Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
1.	System and method of monetizing social content through brand association	US	Provisional	Expired	60/808,017	05/24/2006			TRUEX INC.
2.	System and method of storing data related to social publishers and associating the data with electronic brand data	US	Provisional	Expired	60/817,668	06/30/2006			TRUEX INC.
3.	SYSTEM AND METHOD OF STORING DATA RELATED TO SOCIAL PUBLISHERS AND ASSOCIATING THE DATA WITH ELECTRONIC BRAND DATA	US	Utility-PRI	Issued	11/752,185	05/22/2007	8,856,019	10/07/2014	TRUEX INC.
4.	SYSTEM AND METHOD OF STORING DATA RELATED TO SOCIAL PUBLISHERS AND ASSOCIATING THE DATA WITH ELECTRONIC BRAND DATA	US	Utility-CON	Abandoned	14/501,590	09/30/2014			TRUEX INC.
5.	Privacy Protected Interactions with Third Parties	US	Utility-PRI	Issued	13/174,238	06/30/2011	8,819,425	08/26/2014	TRUEX INC.
6.	Privacy Protected Interactions with Third Parties	WO	Utility-ORG	Inactive	PCT/US12/43844	06/22/2012			TRUEX INC.
7.	Privacy Protected Interactions with Third Parties	US	Utility-CON	Issued	14/467,793	08/25/2014	9,450,924	09/20/2016	TRUEX INC.
8.	Self Service Platform for Building Engagement Advertisements	US	Utility-PRI	Abandoned	13/236,311	09/19/2011			TRUEX MEDIA INC.
9.	Self Service Platform for Building Engagement Advertisements	JP	Utility-ORG	Abandoned	2012-200562	09/12/2012			TRUEX MEDIA INC.

10.	SECURING COMMUNICATING USER DATA IN A REAL-TIME BIDDING SYSTEM	US	Utility-PRI	Abandoned	13/619,703	09/14/2012			TRUEX INC.
11.	ADVERTISEMENT SELECTION BASED ON CALCULATED QUALITY METRICS	US	Utility-PRI	Abandoned	13/914,451	06/10/2013			TRUEX INC.
12.	METHODS AND SYSTEMS FOR ADVERTISEMENT SERVING DECISION UTILIZING ONLINE SCORING FOR BRAND LIFT MEASUREMENT	US	Provisional	Expired	62/755,347	11/02/2018			TRUEX INC.
13.	Automated Advertisement Selection Using a Trained Predictive Model	US	Utility-ORG	Published	16/669,397	10/30/2019			TRUEX INC.
14.	Synchronizing Survey Collection with Ad Distribution During an Ad Campaign	US	Utility-PRI	Filed	16/821,815	03/17/2020			TRUEX INC.

Trademarks

Trademark Application ID	Mark Name	Mark Image	International Classes	Country	Status	App No.	Registration No.	Owners
81347350	TRUE[X]		42	United States of America	Registered	87/541747	5422421	trueX inc.
81347316	TRUE[X]		35	United States of America	Registered	87/541741	5422420	trueX inc.
81322427	SOCIALVIBE		35,42	Canada	Registered	1533838	TMA831003	TRUEX INC.
81322419	SOCIALVIBE		35,42	Canada	Registered	1533836	TMA835580	TRUEX INC.
81322409	CIRCLE STAR (in color)		35,42	Canada	Registered	1533834	TMA843619	TRUEX INC.
81321300	TRUE[ATTENTION]		35,42	United States of America	Registered	85/962886	5018232	TRUEX INC.
81321295	TRUE[TARGETING]		35,42	United States of America	Registered	85/838588	4973447	TRUEX INC.

81321291	ENGAGEMENT EXCHANGE		35,42	United States of America	Registered	85/889284	4618886	TRUEX INC.
81322433	SVNETWORK		35,42	China	Registered	A0024661	IR1092956	Socialvibe, Inc.
81322435	SVNETWORK		35,42	European Union	Registered	A0024661	IR1092956	Socialvibe, Inc.
81322439	SVNETWORK		35,42	European Union	Registered	A0024662	IR1093713	Socialvibe, Inc.
81322429	SOCIALVIBE		35,42	European Union	Registered	10054005	10054005	Socialvibe, Inc.
81322411	CIRCLE STAR (in color)		35,42	European Union	Registered	10054237	10054237	Socialvibe, Inc.
81322431	SVNETWORK		35,42	International	Registered	A0024661	IR1092956	Socialvibe, Inc.
81322437	SVNETWORK		35,42	International	Registered	A0024662	IR1093713	Socialvibe, Inc.

Domain Names

Domain Name	Registered On	Expiration Date	Registrar	Registrant Contact
truex.com	10/20/2003	10/30/2020	Gandi SAS	true[X] IT
engagementshowcase.com	04/23/2015	04/23/2021	Gandi SAS	true[X] IT
archetypemedia.com	06/19/2004	06/19/2021	Gandi SAS	SocialVibe
attentionexchange.com	05/30/2013	05/30/2021	Gandi SAS	SocialVibe
content-pass.com	10/04/2012	10/04/2020	Gandi SAS	SocialVibe
engagementexchange.com	06/26/2007	06/26/2021	Gandi SAS	SocialVibe
engagementshowcase.com	04/23/2015	04/23/2021	Gandi SAS	true[X] IT
engagingmedia.com	08/26/2005	08/26/2020	Amazon Registrar, Inc.	true[X] IT
interactiveattention.com	05/23/2013	05/23/2021	Gandi SAS	SocialVibe
lovedonesfaceads.com	03/06/2014	03/06/2021	Gandi SAS	SocialVibe

realattention.com	05/23/2013	05/23/2021	Gandi SAS	SocialVibe
socialvi.be	03/17/2010		Gandi SAS	true[X] IT
socialvibe.com	03/20/2004	03/20/2022	Gandi SAS	TrueX
social-vibe.com	02/15/2011	02/15/2021	Gandi SAS	SocialVibe
stream-pass.com	05/04/2018	05/04/2021	Amazon Registrar, Inc.	true[X] IT
svnnetwork.com	12/18/2003	12/18/2020	Gandi SAS	SocialVibe
thedenominatorproblem.com	05/04/2015	05/04/2021	Gandi SAS	true[X] IT
true.gold	02/24/2016	02/24/2021	Gandi SAS	true[X] IT
trueattention.com	05/23/2013	05/23/2021	Gandi SAS	SocialVibe
trueattentionadvertising.com	08/13/2013	08/13/2021	Gandi SAS	SocialVibe
trueattentionmarketing.com	08/13/2013	08/13/2021	Gandi SAS	SocialVibe
interact.live	11/17/2018	11/17/2020	GoDaddy.com, LLC	true[x] media, inc