

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Rightsflow, Inc.			06/29/2010
Entity Type			
CORPORATION: DELAWARE			
RECEIVING PARTY DATA			
Name:		Silicon Valley Bank	
Street Address:		535 Fifth Avenue	
Internal Address:		27th Floor	
City:		New York	
State/Country:		NEW YORK	
Postal Code:		10017	
Entity Type:		Bank: CALIFORNIA	
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3795423	RIGHTSFLOW	
Registration Number:	3507490	RIGHTSFLOW	
Serial Number:	77908855	LIMELIGHT	
CORRESPONDENCE DATA			
Fax Number:		(703)415-1557	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		703-415-1555	
Email:		mail@specializedpatent.com	
Correspondent Name:		Christopher E. Kondracki	
Address Line 1:		1501 Wilson Boulevard	
Address Line 2:		Suite 510	
Address Line 4:		Arlington, VIRGINIA 22209	
ATTORNEY DOCKET NUMBER:		1006807	
NAME OF SUBMITTER:		Christopher E. Kondracki	

CH \$90.00 3795423

Signature:	/Christopher E. Kondracki/
Date:	07/06/2010
Total Attachments: 8 source=Rightflow#page1.tif source=Rightflow#page2.tif source=Rightflow#page3.tif source=Rightflow#page4.tif source=Rightflow#page5.tif source=Rightflow#page6.tif source=Rightflow#page7.tif source=Rightflow#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2010 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 535 Fifth Avenue, 27th Floor, New York, New York 10017 ("Bank") and RIGHTSFLOW, INC., a Delaware corporation, with its principal place of business at 56 West 22nd Street, 9th Floor, New York, New York 10010 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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). 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 its 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 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. 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");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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.

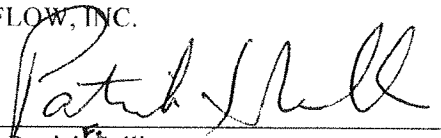
GRANTOR:

Address of Grantor:

56 W 22<sup>nd</sup> Street, 9th Floor  
New York, New York 10010

Attn: BEN COCKERHAM

RIGHTSFLOW, INC.

By: 

Name: Patrick Sullivan

Title: President & CEO

BANK:

Address of Bank:

535 Fifth Avenue, 27th Floor  
New York, New York 10017

Attn: Ms. Colleen Kelly

SILICON VALLEY BANK

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

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

Title: \_\_\_\_\_

TRADEMARK

REEL: 004237 FRAME: 0647

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.

Address of Grantor:

56 22nd gm  
29 West 17th Street, 10th Floor  
New York, New York 10011 D

Attn: \_\_\_\_\_

Address of Bank:

535 Fifth Avenue, 27th Floor  
New York, New York 10017

Attn: Ms. Colleen Kelly

GRANTOR:

RIGHTSFLOW, INC.

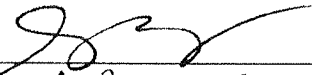
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

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

Name: A. Bonnie Ryan

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RightsFlow website – 2007-2010	NA	NA
Limelight website – 2009 -2010	NA	NA

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>
RIGHTSFLOW	Reg. No. 3,795,423	June 1, 2010
RIGHTSFLOW	Reg. No. 3,507,490	September 30, 2008
LIMELIGHT (pending)	Application No. 77908855	January 11, 2010

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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