

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ADROIT DS, LLC		06/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	505 Fifth Avenue, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3422306	ACERNO
Registration Number:	3422308	ACERNO
Registration Number:	3426003	THE CUSTOMER CREATION COMPANY
Registration Number:	3448281	ACERNO TRANSACTION MARKETPLACE
Registration Number:	3691268	ACERNO THE ADD NETWORK

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2023704761  
 Email: tfahey@nationalcorp.com  
 Correspondent Name: Thomas Fahey  
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
 Address Line 2: National Corporate Research, Ltd.  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$140.00 3422306

ATTORNEY DOCKET NUMBER:	F145302
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	06/25/2013
<b>Total Attachments: 8</b> source=Trademark - Adroit DS LLC IPSA#page2.tif source=Trademark - Adroit DS LLC IPSA#page3.tif source=Trademark - Adroit DS LLC IPSA#page4.tif source=Trademark - Adroit DS LLC IPSA#page5.tif source=Trademark - Adroit DS LLC IPSA#page6.tif source=Trademark - Adroit DS LLC IPSA#page7.tif source=Trademark - Adroit DS LLC IPSA#page8.tif source=Trademark - Adroit DS LLC IPSA#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 24, 2013 by and between SILICON VALLEY BANK, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054, and with a loan production office located at 505 Fifth Avenue, 11<sup>th</sup> Floor, New York, New York 10017 ("**Bank**") and ADROIT DS, LLC, a Delaware limited liability company, with its principal place of business at 1440 Broadway, 21<sup>st</sup> Floor, New York, New York 10018 ("**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 Second Amended and Restated Loan and Security Agreement dated as of July 15, 2011 (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 copyright registrations and applications therefor 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 trademark and servicemark rights, including without limitation those registered trademarks and servicemarks and/or applications therefor 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 payable to Grantor 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. Upon the termination of the Loan Agreement and the payment of all Obligations then outstanding, the security interest evidenced hereby and all rights hereunder shall terminate, and Bank shall take such actions (at the reasonable expense of Grantor) as Grantor may reasonably request to further evidence or effect such termination.

New York law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which executed counterparts (including counterparts delivered by facsimile or e-mail), when executed and delivered, is an original, and all taken together, constitute one agreement. Each provision of this Intellectual Property Security Agreement is severable from every other provision in determining the enforceability of any provision.

[Signature page follows]


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

GRANTOR:

Address of Grantor:

ADROIT DS, LLC

1440 Broadway, 21<sup>st</sup> Floor  
New York, New York 10018  
Attn: Jeanie Han

By:   
Name: J. Han  
Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

505 Fifth Avenue, 11<sup>th</sup> Floor  
New York, New York 10017  
Attn: Ms. Claudia Canales

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

ADROIT DS, LLC

1440 Broadway, 21<sup>st</sup> Floor  
New York, New York 10018  
Attn: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

505 Fifth Avenue, 11<sup>th</sup> Floor  
New York, New York 10017  
Attn: Ms. Claudia Canales

By: *Claudia Canales*  
Name: Claudia Canales  
Title: V.P.

EXHIBIT A

Registered Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT C

Trademarks/ServiceMarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACERNO	3422306	05/06/2008
ACERNO	3422308	05/06/2008
THE CUSTOMER CREATION COMPANY	3426003	05/13/2008
ACERNO TRANSACTION MARKETPLACE	3448281	06/17/2008
ACERNO THE ADD NETWORK	3691268	10/06/2009

EXHIBIT D

Registered Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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