

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
THEAUDIENCE, INC.		11/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Multiple Capital, LP
Street Address:	2 Wisconsin Circle, Suite 700
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	4244419	THEAUDIENCE

CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023704761
Email:	ipteam@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

ATTORNEY DOCKET NUMBER:	L074933/L074934
NAME OF SUBMITTER:	REBECCA SILVA
Signature:	/REBECCA SILVA/

OP \$40.00 4244419

Date:

02/13/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 26, 2013 by and between **MULTIPLIER CAPITAL, LP** ("Secured Party") and **THEAUDIENCE, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Secured Party 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 Secured Party 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). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents (other than the Warrant and any equity instruments related thereto) and subject to the terms of such Loan Documents, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Collateral, 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 Secured Party under the Loan Agreement. Any rights and remedies of Secured Party arising from the security interest granted herein 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party arising from the security interest granted herein or as provided for 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 Secured Party 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 Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as such exhibits may be amended after the Closing Date to reflect any Intellectual Property registered or filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, after the Closing Date.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

8275 Beverly Blvd.
Los Angeles, California 90048

Attn: Chief Executive Officer

Grantor:

THEAUDIENCE, INC

By: 
Name William Oliver Lockett

Title Chief Executive Officer

Address of Secured Party:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Secured Party:

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By: _____

Name: _____

Title: _____

[Signature Page—Intellectual Property Security Agreement]

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:

8275 Beverly Blvd.
Los Angeles, California 90048

Attn: Chief Executive Officer

Grantor:

THEAUDIENCE, INC

By _____
Name _____
Title _____

Address of Secured Party:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Secured Party:

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By: Kevin P. Sheehan
Name: Kevin P. Sheehan
Title: Managing Member

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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None

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Application/Registration Date
THEAUDIENCE	4,244,419	11/20/12