OP \$115.00 4755727

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM393429

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YIELDMO, INC.		08/01/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP
Street Address:	300 West Sixth Street
Internal Address:	Suite 2230
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	4755727	YIELDMO	
Registration Number:	4461377	YIELDMO	
Registration Number:	4764742	SAVING THE WORLD FROM BAD MOBILE ADS	
Registration Number:	4901514	EXPECT MORE FROM MOBILE ADVERTISING	

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	08/02/2016

Total Attachments: 6



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2016 by and between YIELDMO, INC., a Delaware corporation ("*Borrower*"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("*Lender*").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in certain Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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 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.

Notwithstanding anything to the contrary, "Intellectual Property" shall not include any "intent to use" trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

[Signature pages follows]

YIELDMO, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT 80618100

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 Borrower:

BORROWER:

YIELDMO, INC., a Delaware corporation

Name: RICK Eaton

Address of Lender:

300 West Sixth Street, Suite 2230 Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership,

Escalate SBIC Capital Management III, LLC, its general partner By:

Name: Chris Jolich

Title: Manager

SCHEDULE A Copyrights

None.

SCHEDULE B

Patents

	Registration/	Registration/
<u>Description</u>	Application	Application
	Number	<u>Date</u>
As advertisement that changes its displayed content	PRV 62/068,646	10/25/2014
based on a manipulation of a webpage by a user;	US 14/592,883 ¹	1/8/2015
abstracted "hyperscroller."	PCT/US15/64460	12/8/2015
Header, footer, and intermediate advertisements for	PRV 62/059,974	10/5/2014
the same brand or product on one webpage.	US 14/668,937	3/25/2015
	PCT/US15/53112	9/30/2015
Multiple segments of one advertising campaign	PRV 62/119,176	2/21/2015
interspersed throughout on one webpage or across	US 15/048,994	2/19/2016
multiple webpages; abstracted "stories."	PCT/US16/18819	2/20/2016
Testing and modifying advertisement formats for	PRV 62/114,564	2/10/2015
various optimization requirements and reusing	US 15/040,850	2/10/2016
optimized formats for similar users or at similar	PCT/US16/17410	2/10/2016
locations.		
(Pettitt, acquired) Republishing and syndicating digital	PRV 61/447,567	2/18/2012
content; registering a syndication engine to indicate	US 14/012,066	8/28/2013
content for syndication + monetization model for		
content.		
Advertisement format optimized for a particular user	PRV 62/175,205	6/12/2015
and reused for future advertisements on the user's		
device.		
Hyperscroller, hyperplay, hyperplay window, etc.,	PRV 62/197,929	7/28/2015
including hyper-X generator, hyper-X video UX,	US 15/217.879	7/22/2016
video ad builder, and hyper-X interaction and		
engagement.		
Caching web pages to correct state loss in back-	PRV 62/200,606	8/3/2015
forward caching in mobile Safari on iOS.		

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¹ This application has been abandoned.

SCHEDULE C Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
YIELDMO	4,755,727	6/16/2015
YIELDMO (w/color)	4,461,377	1/7/2014
SAVING THE WORLD FROM BAD MOBILE ADS	4,764,742	6/30/2015
EXPECT MORE FROM MOBILE ADVERTISING	4,901,514	2/16/2016

 $\frac{\text{YIELDMO, INC. Intellectual Property Security Agreement}}{80618100}$

RECORDED: 08/02/2016