

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AdGenesis Holdings LLC		08/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4694283	ALTITUDE ARENA	
<b>Serial Number:</b>	77626016	BEEZAG	
<b>Registration Number:</b>	3949078	ADGENESIS DIGITAL	
<b>Serial Number:</b>	77965510	ADGENESYS DIGITAL	
<b>Registration Number:</b>	4179892	ME-COMMERCE	
<b>Registration Number:</b>	4109901	BEEZAG	
<b>Registration Number:</b>	4101771	ADGENESIS	
<b>Registration Number:</b>	4142305	BEEZAG	
<b>Serial Number:</b>	85694347	GENESISMEDIA	
<b>Serial Number:</b>	85694350	GENESIS MEDIA	
<b>Serial Number:</b>	86331793	CONTENT UNLOCK	
<b>Serial Number:</b>	86853289	GENESISMEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305788		
<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>			
<b>Phone:</b>	213-891-5935		
<b>Email:</b>	hpanneck@buchalter.com		
<b>Correspondent Name:</b>	Helen Panneck		

CH \$315.00 4694283

**Address Line 1:** 1000 Wilshire Boulevard, Suite 1500  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

**ATTORNEY DOCKET NUMBER:** B7285-0313

**NAME OF SUBMITTER:** Helen Panneck

**SIGNATURE:** /Helen Panneck/

**DATE SIGNED:** 08/07/2017

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 1, 2017, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and ADGENESIS HOLDINGS LLC, a Delaware limited liability company, ("Grantor") is made with reference to the Business Financing Agreement, dated as of August 1, 2017 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**ADGENESIS HOLDINGS LLC,**  
a Delaware limited liability company

By:   
Name: Mark Yackanich  
Title: Chief Executive Officer

Address for Notices:  
Attn: Toby Dingemans, Treasurer  
71 West 23rd Street, Suite 903  
New York, New York 10010  
Fax: (646) 385-7242

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By:   
Name: Darin Cunningham  
Title: Assistant Vice President

Address for Notices:  
Attn: Darin Cunningham  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

Registered Trademarks (United States trademarks, and/or international trademarks filed under the Madrid Protocol)

Title	Serial No./ Registration No.	Country	Filing Date
ALTITUDE ARENA	4,694,283	U.S.A.	March 3, 2015
Beezag			
Beezag logo	77/626,016	USA	3 December 2008
pay-if-viewed			
get.paid-to-view			
changing the way the world advertises			
changing the way the world sees advertising			
Watch commercials. Earn cash			
Advertising. Reinvented. Period.			
Beezagger			
AdGenesis Digital	77965506/ 3949078	USA	22 March 2010/ 19 April 2011
AdGenesys Digital	77965510	USA	23 March 2010
Me-commerce	85017791 / 4,179,892	USA	20 April 2010 / 24 July 2012
Beezag logo	85189940 / 4,109,901	USA	3 December 2010 / 6 March 2012
AdMatch			
AdMe			
Adgenesis	85346389 /4101771	USA	15 June 2011 / 21 February 2012
Beezag (word mark)	85426569 / 4142305	USA	20 September 2011 / 15 May 2012
GenesisMedia	85694347	USA	3 August 2012
Genesis Media	85694350	USA	3 August 2012

<b>Title</b>	<b>Serial No./ Registration No.</b>	<b>Country</b>	<b>Filing Date</b>
Content Unlock	86331793	USA	9 July 2014
GenesisMedia	86853289	USA	18 December 2015

Registered Trademarks (International trademarks)

<b>Title</b>	<b>Serial No./Registration No.</b>	<b>Country</b>	<b>Filing Date</b>
beezag logo	1276165	Australia	4 December 2008
beezag logo	007440472	Ctm (Community Trade Mark)	4 December 2008
beezag logo	007440472 CTM	Austria	4 December 2008
beezag logo	007440472 CTM	Belgium	4 December 2008
beezag logo	007440472 CTM	Benelux	4 December 2008
beezag logo	007440472 CTM	Bulgaria	4 December 2008
beezag logo	007440472 CTM	Cyprus (South)	4 December 2008
beezag logo	007440472 CTM	Czech Republic	4 December 2008
beezag logo	007440472 CTM	Denmark	4 December 2008
beezag logo	007440472 CTM	Estonia	4 December 2008
beezag logo	007440472 CTM	Finland	4 December 2008
beezag logo	007440472 CTM	France	4 December 2008
beezag logo	007440472 CTM	Germany	4 December 2008
beezag logo	007440472 CTM	Greece	4 December 2008
beezag logo	007440472 CTM	Hungary	4 December 2008
beezag logo	007440472 CTM	Ireland (Eire)	4 December 2008
beezag logo	007440472 CTM	Italy	4 December 2008
beezag logo	007440472 CTM	Latvia	4 December 2008
beezag logo	007440472 CTM	Lithuania	4 December 2008
beezag logo	007440472 CTM	Luxembourg	4 December 2008
beezag logo	007440472 CTM	Malta	4 December



Title	Serial No./Registration No.	Country	Filing Date
			2008
beezag logo	007440472 CTM	Poland	4 December 2008
beezag logo	007440472 CTM	Portugal	4 December 2008
beezag logo	007440472 CTM	Romania	4 December 2008
beezag logo	007440472 CTM	Slovak Republic	4 December 2008
beezag logo	007440472 CTM	Slovenia	4 December 2008
beezag logo	007440472 CTM	Spain	4 December 2008
beezag logo	007440472 CTM	Sweden	4 December 2008
beezag logo	007440472 CTM	The Netherlands	4 December 2008
beezag logo	007440472 CTM	U.K.	4 December 2008
beezag logo	7121555	China (P.R.C.)	19 December 2008
beezag logo	2008/28277-8	South Africa	2 December 2008

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Issued Patents

Title	Inventor/Assignee	Patent #	Issue Date/Filing Date	Appl. No.
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	8561097	15 October 2013/17 June 2009	12/485,955
View Confirmation For On-demand Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	8484563	9 July 2013/24 June 2010	12/822,526
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	8499241	30 July 2013/2 July 2010	12/829,636
View Confirmation Using A Challenge	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	8589794	19 November 2013/24 August 2011	13/216,256
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	8607143	10 December 2013/20 August 2009	12/544,233
Networked Profiling And Multimedia Content Targeting System	Genesis Media LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Jeremy Abraham Sterns	8850328	30 September 2014/21 March 2012	13/425,982
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	9015589	21 April 2015/8 July 2013	13/940,266

United States Non-Provisional Patent Applications

Title	Inventor/Assignee	Application No.	Filed
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	12/485,955	17 June 2009
23 May 2013	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	13/900,560	23 May 2013
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/544,233	20 August 2009

<b>Title</b>	<b>Inventor/Assignee</b>	<b>Application No.</b>	<b>Filed</b>
View Confirmation Using A Challenge	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	13/216,256	24 August 2011
View Confirmation For On-demand Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/822,526	24 June 2010
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/829,636	2 July 2010
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	13/940,266	12 July 2013
Targeting Multimedia Content Based On Authenticity Of Marketing Data	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/844,177	27 July 2010
Selective Distribution Of Rewards	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	13/209,381	13 August 2011
Networked Profiling And Multimedia Content Targeting System	Genesis Media LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Jeremy Abraham Sterns	13/425,982	21 March 2012

<b>Title</b>	<b>Inventor/Assignee</b>	<b>Application No.</b>	<b>Filed</b>
Networked Profiling And Multimedia Content Targeting System	Genesis Media LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Jeremy Abraham Sterns	14/462-563	19 August 2014
Controlled Grant Of Access To Media Content	Genesis Media LLC. Mark Adam Yackanich, Joshua Paul Feuer, Philip Anthony Palmroth, Toby Alexander Dingemans	14/069,810	1 November 2013
Content Appeal Ranking	Joshua Feuer, Souptik Datta, Ivan Leonov, Faizan Bhat, Toby Dingemans	14/568,990	12 December 2014
Digital Content Implicit Characteristic Determination	Souptik Datta, Joshua Feuer, Bhubanswar Mishra	14/854,461	15 September 2015
Digital Content generation based on content viewability forecasting	Faizan Bhat	15/055,177	26 February 2016

United States Provisional Patent Applications

<b>Title</b>	<b>Application No.</b>	<b>Filed</b>
An Audiovisual Material Supply System And Method	61/094,094	4 September 2008
An Audio Visual Matter Supply System And Method	61/108,071	24 October 2008
An Audiovisual Material Supply System And Method	61/117,668	25 November 2008
An Audio Visual Material Supply System And Method	61/162,393	23 March 2009
An Audiovisual Material		

<b>Title</b>	<b>Application No.</b>	<b>Filed</b>
Supply System And Method		
View Confirmation For On-Demand Multimedia Content	61/221,024	26 June 2009
Virtual Community For Incentivized Viewing Of Multimedia Content	61/223,010	3 July 2009
Controlled Distribution Of Multimedia Content	61/227,787	23 July 2009
Location Aware Targeted Multimedia Content Delivery	61/227,420	21 July 2009
Targeting Multimedia Content based on Marketing Data	61/228,974	28 July 2009
On Demand Delivery Of Tagged Multimedia Content	61/232,797	11 August 2009
Marketing By Distribution Of Multimedia Content	61/228,981	28 July 2009
Dynamic Taxonomization Based Multimedia Targeting System	61/292,482	5 January 2010
Marketing Of Advertising Content		
Content Delivery With Integrated View Confirmation Subtitles		
Generation and Promotion Of Multimedia Content		
Selective Distribution Of Rewards	61/374,265	17 August 2010
Networked Profiling And Multimedia Content Targeting System	61/454,587	21 March 2011
Advertisement Matching System		
Distributed Content Targeting And Rewarding System		
Ad Unit With Integrated User Reward System		
Unlocking Of Locked Multimedia Content	61/721,627	2 November 2012
Digital Content generation based on content viewability forecasting	62/256,957	18 November 2015

<b>Title</b>	<b>Application No.</b>	<b>Filed</b>
SYSTEMS AND METHODS FOR CONTENT DELIVERY UTILIZING VALUE-BASED OPTIMIZATION	62/394,517	12 September 2016

### PCT Applications

<b>Title</b>	<b>Int'l Application No.</b>	<b>Int'l Filing Date</b>	<b>Status</b>
Multimedia Content Viewing Confirmation	PCT/IB2009/006696	31 August 2009	Published #WO 2010/026462
View Confirmation For On-demand Multimedia Content	PCT/US10/39883	25 June 2010	Published # WO 2010/151715  Republished on 5 May 2011
Virtual Community For Incentivized Viewing Of Multimedia Content	PCT/US2010/040999	3 July 2010	Published #WO2011/003111  Republished 28 April 2011
Targeting Multimedia Content Based On Authenticity Of Marketing Data	PCT/US10/043454	28 July 2010	Published #WO 2011/017135  Republished on 28 April 2011
Controlled Grant of Access to Media Content	PCT/US/13/68179	2 November 2013	Pending
Tensor ranking of users, content and advertisements	PCT/US16/51641	14 September 2016	Pending

### Foreign Applications

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Status</b>
<b>South Africa</b>			
Multimedia Content Viewing Confirmation	2009/06567	21 September 2009	Issued

Title	Application No.	Filing Date	Status
		Grant date: 25 May 2011	
<b>Europe</b>			
Multimedia Content Viewing Confirmation	09811169.3	31 August 2009	Pending
View Confirmation For On-demand Multimedia Content	10792695.8	Date of receipt: 2 May 2012	Published #2471000
Controlled Grant of Access to Media Content	13852300.6	29 April 2015	
Content Appeal Rank	15199205.4	10 December 2015	
<b>China</b>			
Multimedia Content Viewing Confirmation	20098014405 3.8  Publication # CN 102232223A	4 May 2011	Pending
<b>Canada</b>			
Multimedia Content Viewing Confirmation			
<b>Australia</b>			
Multimedia Content Viewing Confirmation	2009235991	3 November 2009	Pending