

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463008

<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>
SPONGECCELL, INC.		02/22/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	14-18 Finsbury Square		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2A 1BR		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5192308	POWERED BY CORE	
<b>Registration Number:</b>	5192309	S	
<b>Registration Number:</b>	5287037	CREATIVE OPTIMIZATION RELEVANCE ENGINE	
<b>Registration Number:</b>	4509394	S	
<b>Registration Number:</b>	3526302	SPONGECCELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F175654		
<b>NAME OF SUBMITTER:</b>	/Andrew Nash/		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	02/22/2018		

OP \$140.00 5192308

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 22, 2018 by and between (a) **SILICON VALLEY BANK**, registered in England & Wales under numbers BR014561 and FC029579 with an address at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("Bank") and (b) **SPONGECCELL, INC.**, a Delaware corporation, with its principal place of business at 142 West 36th Street, 10th 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 and **SIMPLICITY MARKETING LIMITED**, a limited liability company incorporated under the laws of England & Wales with company number 04339257 (together with Grantor and any other borrower from time to time under the Credit Agreement (as defined below), individually and collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Borrower, Flashtalking, Inc., a Delaware corporation ("Original Guarantor"), and Grantor dated as of October 10, 2014, as amended and restated by that certain First Amendment and Restatement Agreement dated as of July 17, 2015, as further amended by that certain letter agreement dated as of March 16, 2016, as further amended and restated by that certain Second Amendment and Restatement Agreement dated as of May 10, 2017, as further amended by that certain letter agreement dated as of February 22, 2018, and as affected by that certain Accession Deed dated as of February 22, 2018 (as the same has been and may be further amended, modified or supplemented from time to time, the "Credit Agreement"). Pursuant to the Credit Agreement, Grantor has guaranteed all obligations of Borrower to Bank. To secure Grantor's obligations to Bank, Grantor, Original Guarantor and Bank have entered into a certain Collateral Agreement dated as of October 10, 2014, as amended by that certain First Amendment and Restatement Agreement dated as of July 17, 2015, and as further amended by that certain Second Amendment and Restatement Agreement dated as of May 10, 2017 (as the same has been and may be further amended, modified or supplemented from time to time, the "Collateral Agreement"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Borrower and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral 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 Borrower's and Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. **Grant of Security Interest.** To secure Borrower's and Grantor's obligations to Bank, 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 in the United States, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) 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 in the United States;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held in the United States;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, in each case in the United States, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights in the United States, 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");

(f) Intentionally omitted;

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Collateral Agreement. The provisions of the Credit Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as

provided by the Credit Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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:

SPONGECELL, INC.

By: 

Name: John Nardone

Title: CEO

BANK:

SILICON VALLEY BANK

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

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

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

TRADEMARK

REEL: 006277 FRAME: 0473

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:

SPONGECCELL, INC.

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

BANK:

SILICON VALLEY BANK


By:  \_\_\_\_\_  
Name: TIM COUSINS  
Title: MANAGING DIRECTOR.

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT B

Patents

Description

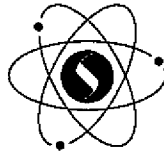

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POWERED BY CORE	5192308	1/22/2016
	5192309	1/22/2016
CREATIVE OPTIMIZATION RELEVANCE ENGINE	5287037	1/22/2016
	4509394	4/4/2013
Spongecell	3526302	3/3/2007

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