PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
QUANTCAST CORPORATION	06/26/2013

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	245 S. Los Robles Avenue, Suite 700
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101

PROPERTY NUMBERS Total: 49

Property Type	Number
Patent Number:	7752261
Patent Number:	7958191
Patent Number:	8090825
Patent Number:	8185931
Patent Number:	8386601
Patent Number:	8438280
Patent Number:	8448057
Application Number:	12189685
Application Number:	12762481
Application Number:	61476189
Application Number:	11121890
Application Number:	11490792
Application Number:	11784299
Application Number:	11862053
Application Number:	12340259

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Application Number:	12761327
Application Number:	12498628
Application Number:	12544853
Application Number:	12829643
Application Number:	12700634
Application Number:	61320068
Application Number:	13275098
Application Number:	13428640
Application Number:	13299313
Application Number:	13369241
Application Number:	13528617
Application Number:	13363346
Application Number:	13449728
Application Number:	13480315
Application Number:	13467145
Application Number:	13433121
Application Number:	13753982
Application Number:	13596468
Application Number:	13615575
Application Number:	13669157
Application Number:	13385239
Application Number:	13562837
Application Number:	13747013
Application Number:	13666709
Application Number:	13760933
Application Number:	13763459
Application Number:	13835962
Application Number:	13834417
Application Number:	13853408
Application Number:	13802699
Application Number:	13835248
Application Number:	61791845
Application Number:	13900471
Application Number:	13858539

Fax Number:	7043738839

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	7043738065
Email:	rlucas@mcguirewoods.com
Correspondent Name:	Gina M. Lucas, Paralegal
Address Line 1:	201 N. Tryon Street, Suite 3000
Address Line 2:	c/o McGuireWoods LLP
Address Line 4:	Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	07/10/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 26, 2013, by and between QUANTCAST CORPORATION, a Delaware corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party").

RECITALS

A. Pursuant to the Credit and Security Agreement, of even date herewith (as amended, restated otherwise modified from time to time, the "Credit Agreement"), between Grantor, as borrower, certain other parties listed thereto as Guarantors and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in the Credit Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

B. Secured Party is willing to make such advances of money and extend such financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Credit Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) 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;

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral outside of the ordinary course of business, except for Permitted Liens;

(c) To its knowledge, no part of the Collateral has been judged invalid or unenforceable, in whole or in part;

(d) Grantor shall deliver to Secured Party within forty five (45) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts consistent with its past practices to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld, delayed or conditioned;

(f) Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. <u>Further Assurances; Attorney in Fact</u>.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as Grantor reasonably deems necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time during the term of this Agreement in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law.

4. <u>Events of Default</u>. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Credit Agreement; or

(b) Grantor materially breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within forty five (45) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

6. Counterparts. 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.

7. Termination. This Agreement and the security interests created hereby, shall terminate automatically upon satisfaction of the Obligations under the Credit Agreement secured by the Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

QUANTCAST CORPORATION

201 Third St., Second Floor
San Francisco, CA 94103
Attn: Konrad Feldman, CEO

By: ______________________

Name: Konrad Feldman

Its: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION

245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Attn: Account Officer (Quantcast Corporation)

By: ______________________

Name: ______________________

Its: ______________________

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

QUANTCAST CORPORATION

201 Third St., Second Floor
San Francisco, CA 94103
Attn: Konrad Feldman, CEO

By: ______________________

Name: ______________________

Its: ______________________

SECURED PARTY:

Address of Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION

245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Attn: Account Officer (Quantcast Corporation)

By: ______________________

Name: D. Bruce Laughton

Its: Authorized Signatory

EXHIBIT A

Copyrights

Registered: None

Unregistered:

* Quantcast website and content thereof
* Quantcast promotional materials
* Quantcast source code

EXHIBIT B

Patents

Granted:

Description	Registration Number	Registration Date
System and Method for Multibeaconing (Naveen Nalam)	US 7,752,261 B1	7/6/2010
System and Method for Client Management (Naveen Nalam)	US 7,958,191 B1	6/7/2011
System and Method for Multibeaconing (Naveen Nalam)	US 8,090,825	1/3/2012
Method and System for Preserving Privacy Related to Networked Media Consumption Activities	US 8,185,931	01/01/2012
Detecting and Reporting on Consumption Rate Changes	US 8,386,601	02/26/2013
Detecting and Reporting on Consumption Rate Changes (cont)	US 8,438,280	05/07/2013
Audience Segment Selection	US 8,448,057	05/21/2013

Filed:

Description	Application Number	Filing Date
26482-15327/US: Method & System for a Standardized Comparison of Audience Metrics for Multiple Networked Media Outlets	12/189,685	8/11/2008
26482-16808/US: System & Method for Multibeaconing	12/762,481	4/19/2010
26482-18715 US: Sellable Audience Segment Conformance	61/476,189	4/15/2011
CERT-P001: Advertising Pricing & Prioritization	11/121,890	5/3/2005
CERT-P004: Advertising Opportunity & Exchange	11/490,792	7/20/2006
CERT-P010: Audience Commonality and Measurement	11/784,299	4/6/2007
CERT-P011: Tracking Identifier Synchronization	11/862,053	9/26/2007
CERT-P014: Method and System for Preserving Privacy Related to Networked Media Consumption Activities	12/340,259	12/19/2008
QUANT-P017: Protected Audience Selection	12/761,327	4/15/2010
QUANT-P018: Audience Segment Selection	12/498,628	7/7/2009
QUANT-P019: Confidential Request for Proposal Manager	12/544,853	8/20/2009
QUANT-P022: Detecting and Reporting on Consumption Rate Changes	12/829,643	7/2/2010
QUANT-P023: Categorizing Networked Media Content Consumers	12/700,634	2/4/2010
QUANT-P024: Sellable Audience Segment Conformance	61/320,068	4/1/2010
QUANT-P028: Using Proxy Behaviors for Audience Selection	13/275,098	10/17/2011

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QUANT-P024C: Sellable Audience Segment Conformance	13/428,640	3/23/2012
QUANT-P031: Consumption History Privacy	13/299,313	11/17/11
QUANT-P034 Visualizing an Audience with a Prunable Audience Tree	13/369,241	2/8/2012
QUANT-P037:Predicted Campaign Visualization for Online Performance Advertising	13/528,617	6/20/2012
QUANT-P038: Privacy Centric Framework for Blind Usage of External Behaviors for Targeting Online Advertising to Unrelated Visitors	13/363,346	1/31/2012
QUANT-P039:Geo-Framework for Unbiased Evaluation of Performance in Internet Advertising	13/449,728	4/18/2012
QUANT-P040: Incremental Model Training For Advertisement Targeting Using Streaming Data	13/480,315	5/24/2012
QUANT-P041:Active Supply Curve Discovery	13/467,145	5/9/2012
QUANT-P043: Method and System for Preserving Privacy Related to Networked Media Consumption Activities	13/433,121	3/28/2012
QUANT-P044: Auction Price Inference	13/753,982	1/30/2013
QUANT-P045: Visual History of Advertisement Exposure	13/596,468	8/28/2012
QUANT-P046: Audience Segment Selection	13/615,575	9/13/2012
QUANT-P047: Adaptive Bidding for Networked Advertising	13/669,157	11/5/2012
QUANT-P048: Adaptive Column Set Composition	13/385,239	7/31/2012
QUANT-P049: Modeling Archetypical Population Based on Correlated Features	13/562,837	7/31/2012
QUANT-P052: Online Advertisement Attribution	13/747,013	1/22/2013
QUANT-P053: Redistributing Data in a Distributed Storage System Based on Attributes of the Data	13/666,709	11/1/2012
QUANT-P055: Automatically Redistributing Data Of Multiple File Systems in a Distributed Storage System	13/760,933	12/6/2012
QUANT-P056: Managing Distributed System Performance Using	13/763,459	12/8/2012

Accelerated Data Retrieval Operations		
QUANT-P058: Conversion Timing Prediction for Networked Advertising	13/835,962	3/15/2013
QUANT-P059: Separation of Models Based on Presence or Absence of a Feature Set and Selection of Model Based on Same	13/834,417	3/15/2013
QUANT-P060: Privacy Centric Framework for Blind Usage of External Behaviors for Targeting Online Advertising to Unrelated Visitors (reporting cont of Quant-P038)	13/853,408	3/29/2013
QUANT-P061:Evaluation of Performance in Internet Advertising Using Spike-Triggered Analysis	13/802,699	3/13/2013
QUANT-P062:Automatic Generation and Management of Advertising Campaigns Based on Third-party Listings	13/835,248	3/15/2013
QUANT-P063:Privacy Centric Feature Analysis for Mobile Devices (Provisional)	61/791,845	3/15/2013
QUANT-P064: Selective Regulation of Information Transmission from Mobile Applications to Third-Party Privacy Compliant Target Systems	13/900,471	5/22/2013
QUANT-P065:Detecting and Reporting on Consumption Rate Changes	13/858,539	4/8/2013

<u>EXHIBIT C</u>

Trademark

Description	U.S. Registration/Application Number	Registration/Application Date
Alpha medallion	3,744,747	2/2/10
Audience DNA	4328737	2/17/11
Audience DNA	85244512	2/17/11
Get Quantified	3609379	4/21/09
It's Your Audience. We Just Find It.	3,744,665	2/2/10
Marketing Science Made Simple	3749147	2/6/10
Quantcast	3837198	8/24/10
Quantcast	3675377, 3675378	9/1/09
Quantcast (EU)	007157291	5/30/09
Quantcast (Japan)	5256676	8/14/09
Quantcast (China)	6,896,881, 6,896,880, 6,896,879	8/13/08
Quantcast (with a Greek alpha)	85859582	2/25/13
Quantcast (with purple Greek alpha)	3394849	3/11/08
Predictive Advertising	85928733	5/10/13