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
SPIGIT, INC.	09/10/2013

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	8396777
Patent Number:	8380595
Application Number:	13065934
Application Number:	12364331
Application Number:	12364291
Application Number:	13491560
Application Number:	13918180
Application Number:	13545162
Application Number:	61679747
Application Number:	13284036
Application Number:	13284050

CORRESPONDENCE DATA

Fax Number: 4049626571

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

Phone: 404.885.3335

CH $440.00 8396777

Email:	ben.wiles@troutmansanders.com
Correspondent Name:	BENJAMIN C. WILES
Address Line 1:	TROUTMAN SANDERS LLP
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200
Address Line 4:	ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001480
NAME OF SUBMITTER:	Benjamin C. Wiles
Signature:	/Benjamin C. Wiles 63174/
Date:	09/11/2013

Total Attachments: 9
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page1.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page2.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page3.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page4.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page5.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page6.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page7.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page8.tif
source=SVB_MindJet (Executed Intellectual Property Security Agreement- Spigit 9_13)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("**Bank**") and SPIGIT, INC., a Delaware corporation ("**Grantor**").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor, MINDJET GMBH, a corporation organized under the laws of Federal Republic of Germany, and MINDJET LLC, a California limited liability company dated the Effective Date (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).   Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B.   Pursuant to the terms of the Loan 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, 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 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, including without limitation those set forth on <u>Exhibit A</u> 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;

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

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

(e)   Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f)   All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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.

Provided, however, that Intellectual Property shall not include Excluded Property.

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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan 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 Loan 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.   <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.   <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

SPIGIT, INC.

By: _____

Name: *Scott Raskin*
Title: *chief executive officer and secretary*

BANK:

SILICON VALLEY BANK

By: _____

Name:
Title:

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:

SPIGIT, INC.

By: _____
       Name:
       Title:

BANK:

SILICON VALLEY BANK

By: _____
       Name: *Rick Tu*
       Title: *MD*

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE		

Patents

Description	Registration/ Application Number	Registration/ Application Date
PREDICTION MARKET DATABASE, RELATED METHODS, DEVICES AND SYSTEMS	8,396,777	March 12, 2013
PREDICTION MARKET ROLL UP	8,380,595	February 19, 2013
METHOD AND SYSTEM FOR WEB-BASED IDEA PREDICTION MARKET INVESTMENT	13/065,934	March 31, 2011
IDEA COLLABORATION METHOD	12/364,331	February 2, 2009
IDEA COLLABORATION SYSTEM	12/364,291	February 2, 2009
USER REPUTATION IN SOCIAL NETWORK AND ECOMMERCE RATING SYSTEMS	13/491,560	June 7, 2012
SYSTEM AND METHOD FOR CALCULATING GLOBAL REPUTATION	13/918,180	June 14, 2013
SYSTEM AND METHOD FOR DETERMINING THE VALUE OF A CROWD NETWORK	13/545,162	July 10, 2012
CHALLENGE RANKING BASED ON USER REPUTATION IN SOCIAL NETWORK AND ECOMMERCE RATING SYSTEMS	61/679,747	August 5, 2012
PARTICIPANT UTILITY EXTRACTION FOR PREDICTION MARKET	13/284,036	October 28, 2011
SEQUESTERING BELIEFS OF PRIOR TRADERS FOR PREDICTION MARKET	13/284,050	October 28, 2011

<u>EXHIBIT C</u>

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
RAPIDSPIGIT	4,336,185	May 14, 2013
SPIGITENGAGE	4,225,152	October 16, 2012
SPIGITFUSION	4,045,391	October 25, 2011
SPIGIT	4,045,390	October 25, 2011
ENTERPRISESPIGIT	4,045,389	October 25, 2011

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE		