

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEARBUY SYSTEMS, INC.	08/21/2013
RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13211969
Application Number:	13212000
Application Number:	13737834
CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	305983-1103 NEARBUY
NAME OF SUBMITTER:	Erin O'Brien

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PATENT
 REEL: 031266 FRAME: 0654

CH \$120.00 13211969

Signature:	/Erin O'Brien/
Date:	09/13/2013
Total Attachments: 5 source=Nearbuy signed IPSA#page1.tif source=Nearbuy signed IPSA#page2.tif source=Nearbuy signed IPSA#page3.tif source=Nearbuy signed IPSA#page4.tif source=Nearbuy signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 21, 2013 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and NEARBUY SYSTEMS, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of August 21, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan 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 Loan 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Loan 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 Loan 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:

NEARBUY SYSTEMS, INC.

By: Kevin Beals

Name: Kevin Beals

Title: CFO

Address for Notices:

Attn: Kevin Beals
1900 O'Farrell Street Suite 375
San Mateo, CA 94403
Fax: (650) 362-2169

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: Michael D. Field

Title: EVP

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ☒

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre-registered?

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☒

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date</u>	<u>Registration Date</u>

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number</u>	<u>Application/ Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date</u>
Target localization utilizing wireless and camera sensor fusion		13/211,969	Preliminary	08/17/11
Calibration of wi-fi localization from video localization		13/212,000	Granted	08/17/11
Wireless Analytics in Physical Spaces		13/737,834	Pending	01/09/2013