

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2587145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDO MEDIA, LLC	10/22/2013
RECEIVING PARTY DATA	
Name:	MACQUARIE SIERRA HOLDINGS INC.
Street Address:	125 WEST 55TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12112023
Application Number:	12153173
Application Number:	13334712
Application Number:	13349757
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
Email:	ipdocket@lw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE
Address Line 2:	SUITE 2000
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	047467-0027
NAME OF SUBMITTER:	RHONDA DELEON
Signature:	/Rhonda DeLeon/

OP \$160.00 12112023

PATENT

Date:

10/22/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of October 22, 2013, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of MACQUARIE SIERRA HOLDINGS INC., as lender (the “**Secured Party**”).

WHEREAS, TRITON DIGITAL, INC., a Delaware corporation, TRITON MEDIA, LLC, a California limited liability company, SPACIAL AUDIO SOLUTIONS, LLC., a Texas limited liability company, ENTICENT, LLC, a Georgia limited liability company, ANDO MEDIA GROUP, LLC, a Delaware limited liability company, ANDO MEDIA, LLC, a Delaware limited liability company, TRITON MEDIA HOLDINGS CORPORATION, a Delaware corporation and WEBCAST METRICS, INC., a Delaware corporation (each individually a “**Borrower**,” and collectively, jointly and severally, the “**Borrowers**”) and the Secured Party have entered into a Credit Agreement dated as of October 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of October 22, 2013, among the Borrowers and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

1. all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the “**Patents**”);

2. all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (the "**Trademarks**");

3. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

4. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be

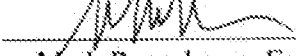
an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

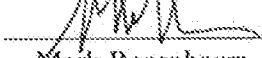
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

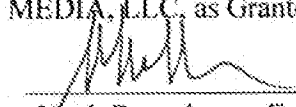
ANDO MEDIA, LLC, as Grantor

By: 
Mark Rosenbaum, Executive Vice President
and Chief Financial Officer

ENTICENT, LLC, as Grantor

By: 
Mark Rosenbaum, Executive Vice
President and Chief Financial Officer

TRITON MEDIA, LLC, as Grantor

By: 
Mark Rosenbaum, Executive Vice President
and Chief Financial Officer

Signature page to Intellectual Property Security Agreement

SCHEDULE A

Patents and Patent Applications

Grantor	Patent No./ Application No.	Issue Date/File Date	Title
Ando Media, LLC	n/a / 12112023	n/a / 4/30/2008	Method of Streaming Media and Inserting Additional Content Therein Using Buffering
Ando Media, LLC	8412849 / 12153173	4/2/2013 / 5/14/2008	Live Media Serving System and Method
Ando Media, LLC	n/a / 13334712	n/a / 12/22/2011	Real-Time Media Stream Insertion Method and Apparatus
Ando Media, LLC	n/a / 13349757	n/a / 1/13/2012	Broadcast Media Streaming With Customized Playlist Insertion Method and System

SCHEDULE B

Trademarks and Trademark Applications

Grantor	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
Ando Media, LLC	A2x	USA	85794450	12/4/2012	---	---
Ando Media, LLC	a ² x by Triton Digital	USA	86055171	9/4/2013	---	---
Ando Media, LLC	AD INJECTOR	USA	78549418	1/18/2005	3060192	2/21/2006
Ando Media, LLC	Ad Wire	USA	77450823	4/17/2008	3629781	6/2/2009
Ando Media, LLC	AUTOPOD	USA	77112431	2/21/2007	3521357	10/21/2008
Ando Media, LLC	FLIGHT PLAN	USA	77790502	7/27/2009	3757380	3/9/2010
Ando Media, LLC	PODFUSE	USA	77375436	1/18/2008	3488256	8/19/2008
Ando Media, LLC	PODLOC	USA	77110537	2/19/2007	3323508	10/30/2007
Ando Media, LLC	TARGETED AD INJECTOR	USA	77683255	3/4/2009	3750648	2/16/2010
Ando Media, LLC	Webcast Metrics	USA	85551022	2/23/2012	4253019	12/4/2012
Ando Media, LLC	WEBCAST METRICS	USA	78549427	1/18/2005	3061368	2/21/2006
Enticent, LLC	Digital Amp	USA	85670539	7/6/2012	---	---
Enticent, LLC	DigitalAmp	USA	85670532	7/6/2012	---	---
Enticent, LLC	IMMEDIATE INSIGHTS	USA	85607717	4/25/2012	4307977	3/26/2013
Enticent, LLC	STICKYFISH	USA	78051430	3/5/2001	2814017	2/10/2004
Triton Media, LLC	AUDIOREALM	USA	77930865	2/8/2010	3841384	8/31/2010
Triton Media,	SAM	USA	77930852	2/8/2010	3845077	9/7/2010

LLC	BROADCASTER					
Triton Media, LLC	SPACIAL AUDIO	USA	77926250	2/2/2010	3936465	3/29/2011
Triton Media, LLC	SPACIALNET	USA	77930873	2/8/2010	3845081	9/7/2010
Triton Media, LLC	Triton Digital	USA	85378160	7/22/2011	4287580	2/12/2013
Triton Media, LLC	TRITON DIGITAL	USA	85810376	12/26/2012	---	---
Triton Media, LLC	TRITON DIGITAL	USA	85811198	12/27/2012	---	---
Triton Media, LLC	Triton Digital	USA	85381661	7/26/2011	---	---
Triton Media, LLC	TRITON MEDIA	USA	77092186	1/26/2007	3333808	11/13/2007