502804561 05/12/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2851157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SOL INVICTUS COMITI LP	04/18/2014

RECEIVING PARTY DATA

Name:	FMP AGENCY SERVICES, LLC, AS AGENT	
Street Address:	21 CUSTOM HOUSE SREET, 10TH FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7281042
Patent Number:	7945662

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: ELAINE CARRERA, LEGAL ASSISTANT

Address Line 1: C/O CAHILL GORDON & REINDEL LLP

Address Line 2: 80 PINE STREET

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Michael Barys TR/	
DATE SIGNED:	05/12/2014	

Total Attachments: 7

source=Patent Security Agreement [Sol Invictus Comiti LP]#page1.tif source=Patent Security Agreement [Sol Invictus Comiti LP]#page2.tif source=Patent Security Agreement [Sol Invictus Comiti LP]#page3.tif source=Patent Security Agreement [Sol Invictus Comiti LP]#page4.tif source=Patent Security Agreement [Sol Invictus Comiti LP]#page5.tif source=Patent Security Agreement [Sol Invictus Comiti LP]#page6.tif source=Patent Security Agreement [Sol Invictus Comiti LP]#page7.tif

502804561 PATENT REEL: 032869 FRAME: 0379

RECORDATION FORM COVER SHEET			
PATENTS ONLY			
To the Director of the U.S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)	2. Name and address of receiving party(les)		
Sol Invictus Comiti LP	Name: FMP Agency Services, LLC, as Agent		
	Internal Address:		
Additional name(s) of conveying party(ies) attached? Yes No. 3. Nature of conveyance/Execution Date(s): Execution Date(s)April 18, 2014 Assignment Merger Security Agreement Change of Name Joint Research Agreement Government Interest Assignment Executive Order 9424, Confirmatory License Other 4. Application or patent number(s): This A. Patent Application No.(s) See Schedule I	Street Address: _21 Custom House Street, 10th Floor City: Boston State: MA Country: _USA		
Additional numbers at	lached? ☐ Yes ※ No		
5. Name and address to whom correspondence concerning document should be mailed: 6. Total number of applications and patents involved: 2			
Name:Elaine Carrera, Legal Assistant	7. Total fee (37 CFR 1.21(h) & 3.41) \$		
Internal Address:	, , , ,		
	Authorized to be charged to deposit account		
Street Address: c/o Cahill Gordon & Reindel LLP	Enclosed		
80 Pine Street	None required (government interest not affecting title)		
City: New York	8. Payment Information		
State: NY Zip:10005			
Phone Number: (212) 701-3365	Deposit Assount Number		
Docket Number:	Deposit Account Number		
Email Address: ecarrera@cahill.com	Authorized User Name		
9. Signature: Flain 1 / BAL	era May 9, 2014		
Signature	Date		
Elaine Carrera	Total number of pages including cover 7		
Name of Person Signing	sheet, attachments, and documents:		
,	t) should be faxed to (571) 273-0140, or mailed to: f the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450		

Patent Security Agreement

Patent Security Agreement, dated as of April 18, 2014, by Sol Invictus Comiti LP (the "<u>Pledgor</u>"), in favor of FMP AGENCY SERVICES, LLC, in its capacity as agent pursuant to the Purchase Agreement (in such capacity, the "<u>Agent</u>").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on <u>Schedule I</u> attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Obligations and termination of the Security Agreement (other than contingent indemnity obligations not then due), the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

PATENT REEL: 032869 FRAME: 0381 SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

PATENT REEL: 032869 FRAME: 0382 IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

	Very truly yours,
	SOL INVICTUS COMITI LP
	By ROOK MEDIA AG its General Partner
	By: Name: Ashkaan Rahimi Title: Member of the Board of Directors
	By: Name: Martin Andersson Title: Member of the Board of Directors
	:
Accepted and Agreed:	
FMP AGENCY SERVICES, LLC, as Agent	
Ву:	
Name: Title:	

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

	Very truly yours,	
	SOL INVICTUS COMITI LP	
	By ROOK MEDIA AG its General Partner	
	By: Name: Ashkaan Rahimi Title: Member of the Board of Directors	
	By: Name: Martin Andersson Title: Member of the Board of Directors	
Accepted and Agreed:		
FMP AGENCY SERVICES, LLC, as Agent		
By:		
Title:		

Accepted and Agreed:

FMP AGENCY SERVICES, LLC,

as Agent

By:

Name: Rafael Fogel Title/Vice President

[Patent Security Agreement]

SCHEDULE I

PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
Sol Invictus Comiti LP	7281042	Internet Domain
		Keyword Optimiza-
		tion
Sol Invictus Comiti LP	7945662	Internet Domain
		Keyword Optimiza-
		tion

Patent Applications:

RECORDED: 05/12/2014

OWNER	APPLICATION NUMBER	NAME
None.		

PATENT REEL: 032869 FRAME: 0386