

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2959487

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	30 SECOND SOFTWARE, INC.	07/24/2014
RECEIVING PARTY DATA		
Name:	Bridge Bank, National Association	
Street Address:	55 Almaden Boulevard, Suite 100	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	12082862	
Application Number:	12410775	
Application Number:	12477220	
Application Number:	13586127	
Application Number:	13586140	
CORRESPONDENCE DATA		
Fax Number:	(858)638-5130	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400	
Email:	susan.reynholds@dlapiper.com	
Correspondent Name:	DLA PIPER LLP (US)	
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	355157-186	
NAME OF SUBMITTER:	TROY ZANDER	
SIGNATURE:	/s/ Troy Zander	
DATE SIGNED:	07/29/2014	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 24, 2014, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and 30 SECOND SOFTWARE, INC. ("Grantor") is made with reference to the Guaranty, dated as of July 24, 2014 (as amended from time to time, the "Guaranty") by Grantor in favor of Bank. Terms defined in the Guaranty 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 Guaranty, Grantor grants to Bank 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Bank with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty, 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

30 SECOND SOFTWARE, INC.

By: [Signature]
Name: Hans Erickson
Title: President & COO

Address for Notices:

FAX: _____

BANK:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Justin Hoever
Title: AVP - Relationship Manager

Address for Notices:

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

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

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

WEST248079936.2
355157-000196

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist ☐

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
LOCALPOINT	85648000			6/10/12
LOCALPOINT	85648008			6/10/12
DIGBY	77202489			6/11/07

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>
Method for asynchronous catalog update	N/A	12082862	Published	
Method for location based inventory lookup	N/A	12410775	Published	
Location based coupon delivery system	N/A	12477220	Published	
Geo-fence entry and exit notification system	N/A	13586127	Published	
Geo-fence entry and exit notification system	N/A	13586140	Published	

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