

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3422805

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TRAINA INTERACTIVE CORP		06/24/2015
RECEIVING PARTY DATA		
Name:	TRIPLEPOINT CAPITAL LLC	
Street Address:	2755 SAND HILL ROAD, SUITE 150	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Application Number:	61675801	
Application Number:	61741719	
Application Number:	61675795	
Application Number:	61741726	
Application Number:	61741700	
Application Number:	61675790	
Application Number:	61741699	
Application Number:	13868031	
Application Number:	13951422	
Application Number:	13951420	
Application Number:	13987461	
PCT Number:	US1352150	
Application Number:	13951457	
Application Number:	14080796	
Application Number:	14190034	
Application Number:	14306179	
Application Number:	14462366	
Application Number:	62065756	
Application Number:	62066308	
Application Number:	14753005	

PATENT

CORRESPONDENCE DATA**Fax Number:** (310)277-4730

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.

Phone: (310) 284-6133**Email:** jsbrown@mwe.com**Correspondent Name:** GARY B. ROSENBAUM**Address Line 1:** MCDERMOTT WILL & EMERY LLP**Address Line 2:** 2049 CENTURY PARK EAST, SUITE 3800**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082853-0010
NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	07/01/2015

Total Attachments: 9

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TRIPLEPOINT
CAPITAL

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 24, 2015 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and TRAINA INTERACTIVE CORP.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is TRAINA INTERACTIVE CORP. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and TRAINA INTERACTIVE CORP.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 24, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B**, together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. **FURTHER ASSURANCES**

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. **MODIFICATION**

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. **BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

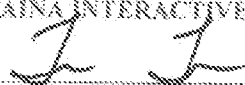
7. **GOVERNING LAW; COUNTERPARTS**

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: TILAINA INTERACTIVE CORP.
Signature: 
Print Name: Trevor Train
Title: CEO

(SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT)

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Traina Interactive Corp., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

<i>PATENT IP</i>				
Appln. No.	Filing Date	Patent or Published Appln. No.	Title	Subject Matter
61/675,801	7/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original System Prov. Patent Appln.
61/741,719	07/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original System Prov. Patent Appln. filed with Appendix of System Code
61/675,795	07/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Social Media Prov. Patent Appln.
61/741,726	7/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Social Media Prov. Patent Appln. filed with Appendix of Social Media Code
61/741,700	07/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Omnibus Prov. Patent Appln. filed with Appendix of All Code
61/675,790	07/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Digital Subscriptions Prov. Patent Appln.
61/741,699	07/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Digital Subscriptions Prov. Patent Appln. filed with Appendix of Digital Subscriptions Code
13/868,031	04/22/2013	8,756,110	Methods of Processing Information and Transactions Involving Digital Content and/or Experiences Associated with Celebrities and Networked Users	1st Expedited Patent: Conversion of System Prov.

<i>PATENT IP</i>				
13/951,422	07/25/2013	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Including Social Media Processing and/or Other Features	Social Media Conversion Patent filed with Appendix of Social Media Code and Nonpublication Request
13/951,420	07/25/2013	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	System Conversion Patent Appln. filed with Appendix of System Code and Nonpublication Request
13/987,461	07/25/2013	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences	Omnibus Conversion Patent Appln. filed with Appendix of All Code and Nonpublication Request
PCT/US13/52150	07/25/2013	WO 2014/018810	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	PCT Patent Appln. Directed and Drawn to Technical Concepts for International Protection
13/951,457	7/25/2013	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Including Digital Subscription Processing and/or Other Features	Digital Subscriptions Conversion Patent Appln. filed with Appendix of Digital Subscriptions Code and Nonpublication Request
14/080,796	11/15/2013	8,811,794	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Associated With Celebrities and Networked Users	2nd Expedited Patent: Division of 1st Expedited Patent
14/190,034	02/25/2014	US-2014-0180879-A1	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	1st Continuation Patent based on PCT Application, with Second Set of Desired Claims from PCT
14/306,179	06/16/2014	US-2014-0297454-A1	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or	3rd Expedited Patent, based on PCT Application, with First

<i>PATENT IP</i>				
			Experiences	Set of Desired Claims from PCT
14/462,366	08/18/2014	US-2015-0106149 A1 (Allowed, i.e. Patent Pending)	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Associated With Celebrities And Networked Users	Continuation of Expedited #2, directed to subject matter not yet pursued in parent application
62/065,756	10/19/2014	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences, Such As Throughout Auction, Sweepstakes and/or Fulfillment Processing	Auctions and Sweepstakes Prov. Patent #1 with Appendix of Computer Code
62/066,308	10/20/2014	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences, Such As Throughout Auction, Sweepstakes and/or Fulfillment Processing	Auctions and Sweepstakes Prov. Patent #2 with Appendix of Computer Code
EP 13822770	02/24/2015	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	European Patent Appln. filed with the EPO; EP Regional Phase of PCT Appln PCT/US13/52150
14/753,005	06/28/2015	n/a	Systems and Methods of Processing Information and Data Involving Digital Content and/or Experiences Associated with Celebrities and Network Users	Continuing appln filed off of 14/462,366, which was Allowed and should issue soon

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Traina Interactive Corp., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

Trademark	Country Name Case Number/Subcase	Class(es) Status	Application Number/Date	Registration Number/Date
IF ONLY	011955.4011 Australia	Protected 35 Int., 36 Int., 41 Int., 45 Int.	1505955 04-Apr-2012	1122282 04-Apr-2012
IF ONLY	011955.4013 Canada	Pending NC No Class	1572483 10-Apr-2012	
IF ONLY	011955.4010 European Community	Published 35 Int., 36 Int., 41 Int., 45 Int.	010791622 05-Apr-2012	
IF ONLY	011955.4012 India	Pending 35 Int., 36 Int., 41 Int., 45 Int.	2311944 09-Apr-2012	
EXTRAORDINARY EXPERIENCES FOR GOOD	United States	Protected 35 Int., 36 Int., 41 Int.	86228230 21-Mar-2014	4597308 02-Sep-2014
FO (and design) 	United States	Protected 18 Int., 21 Int., 35 Int., 36 Int., 41 Int.	86228225 21-Mar-2014	4597307 02-Sep-2014
IF ONLY	Australia	Protected 35 Int., 36 Int., 41 Int., 45 Int.	1505955 04-Apr-2012	1122282 04-Apr-2012
IF ONLY	Canada	Pending NC No Class	1572483 10-Apr-2012	
IF ONLY	European Community	Protected 35 Int., 36 Int., 41 Int., 45 Int.	010791622 05-Apr-2012	10791622 10-Oct-2012
IF ONLY	India	Protected 35 Int., 36 Int., 41 Int., 45 Int.	1505955 04-Apr-2012	1505955 04-Apr-2012
IF ONLY	Int'l Registration - Madrid Protocol Only	Registered 35 Int., 36 Int., 41 Int., 45 Int.	A0029179 04-Apr-2012	1122282 04-Apr-2012

Trademark	Country Name Case Number/Subcase	Class(es) Status	Application Number/Date	Registration Number/Date
IF ONLY	Japan	Protected 35 Int., 36 Int., 41 Int., 45 Int.	A0029179 04-Apr-2012	1122282 04-Apr-2012
IF ONLY	Korea, Republic of	Protected 35 Int., 36 Int., 41 Int., 45 Int.	A0029179 04-Apr-2012	1122282 04-Apr-2012
IF ONLY	United States of America	Protected 35 Int., 36 Int., 41 Int., 45 Int.	85578932 23-Mar-2012	4548133 10-Jun-2014
LUMINARY LANE	United States of America	Published 35 Int., 36 Int., 41 Int., 45 Int.	85729108 14-Sep-2012	

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between Traina Interactive Corp., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
n/a	n/a	n/a	n/a

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
n/a	n/a	n/a