

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3481283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MAGNETIC MEDIA ONLINE, INC.	08/04/2015
RECEIVING PARTY DATA	
Name:	ORIX VENTURES, LLC
Street Address:	485 LEXINGTON AVENUE
Internal Address:	27TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8990105
CORRESPONDENCE DATA	
Fax Number:	(860)275-8299
<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:	860-275-8285
Email:	jscheib@rc.com
Correspondent Name:	JACQUELINE P. SCHEIB
Address Line 1:	280 TRUMBULL STREET
Address Line 2:	ROBINSON & COLE LLP
Address Line 4:	HARTFORD, CONNECTICUT 06103
NAME OF SUBMITTER:	JACQUELINE P. SCHEIB
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	08/13/2015
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of August 4, 2015 by and between **ORIX VENTURES, LLC**, a Delaware limited liability company, with an address at 485 Lexington Avenue, 27th Floor, New York, NY 10017 (“Lender”) and **MAGNETIC MEDIA ONLINE, INC.**, a Delaware corporation, with an address at 360 Park Avenue S., 19th Floor, New York, NY 10010 (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor, (ii) **MAGNETIC MEDIA ONLINE HOLDINGS, INC.**, a Delaware corporation (“Parent”), and (iii) **MYBUYS, INC.**, a Delaware corporation (“MyBuys”) (Grantor, Parent and MyBuys are hereinafter jointly and severally, individually and collectively, referred to as “Borrower”) (the “Term Loan”) in the amount and manner set forth in that certain Loan and Security Agreement by and among Lender and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “LSA”; capitalized terms used herein are used as defined in the LSA). Lender is willing to make the Term Loan to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lender.

B. Pursuant to the terms of the LSA, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower’s obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure Borrower’s obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the LSA, which is hereby incorporated by reference. The provisions of the LSA shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the LSA and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under federal law.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MAGNETIC MEDIA ONLINE, INC.

By: 
Name: Orin Haber
Title: V.P. Finance & Asst Secretary

LENDER:

ORIX VENTURES, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MAGNETIC MEDIA ONLINE, INC.

By: _____
Name: _____
Title: _____

LENDER:

ORIX VENTURES, LLC

By: _____
Name: *Mark Campbell*
Title: *Authorized Representative*

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems, Methods, and Media for Targeting Advertisements Based on User Search Information	8,990,105	March 24, 2015

EXHIBIT C

Trademarks

None

EXHIBIT D

Mask Works

None