

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3490323

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ATTENSA CORPORATION	06/01/2015
RECEIVING PARTY DATA		
Name:	VOYAGER CAPITAL FUND III, L.P.	
Street Address:	719 SECOND AVENUE	
Internal Address:	SUITE 1400	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98104	
Name:	VOYAGER CAPITAL FOUNDERS' FUND III, L.P.	
Street Address:	719 SECOND AVENUE	
Internal Address:	SUITE 1400	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98104	
Name:	GEORGE GERALD PRATT REVOCABLE TRUST	
Street Address:	PO BOX 820351	
City:	VANCOUVER	
State/Country:	WASHINGTON	
Postal Code:	98682	
Name:	LASZLO SZALVAY	
Street Address:	808 SE 24TH COURT	
City:	CAMAS	
State/Country:	WASHINGTON	
Postal Code:	98607	
Name:	ALISON SZALVAY	
Street Address:	808 SE 24TH COURT	
City:	CAMAS	
State/Country:	WASHINGTON	
Postal Code:	98607	
Name:	HANS WITT	

PATENT

Street Address:	1133 NW 11TH AVENUE
Internal Address:	APT. 707
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97209
Name:	VICTOR SZALVAY
Street Address:	3205 S. JUDKINS STREET
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98144

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8495210
Patent Number:	8255521

CORRESPONDENCE DATA

Fax Number: (503)220-2480

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: 503-224-3380

Email: paul.angelo@stoel.com, kris.roche@stoel.com

Correspondent Name: PAUL S. ANGELLO

Address Line 1: 900 SW FIFTH AVENUE

Address Line 2: SUITE 2600

Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	60030/1
NAME OF SUBMITTER:	PAUL S. ANGELLO
SIGNATURE:	/Paul S. Angello/
DATE SIGNED:	08/19/2015

Total Attachments: 11

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (“**Patent Security Agreement**”), dated as of June 1, 2015, is made by Attensa Corporation, a Delaware corporation (“**Grantor**”), in favor of the Secured Parties Listed on **Exhibit A** (each a “**Secured Party**” and together the “**Secured Parties**”).

WHEREAS, the Secured Parties have each extended credit to the Grantor as evidenced by a Convertible Secured Promissory Note dated May 28, 2015 (individually a “**Note**” and together the “**Notes**”).

WHEREAS, in connection with each Secured Party’s extension of credit evidenced by the Notes, Grantor has executed and delivered to the Secured Parties that certain Note Purchase Agreement dated May 28, 2015 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Grantor has granted to the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor, and in connection with the granted security interest the parties desire to execute and deliver this Patent Security Agreement for recording with national, federal, and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Parties a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Patent Collateral**”):

(a) the patents set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

2. Recordation. The Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Secured Parties.

3. Loan Documents. This Patent Security Agreement has been entered into in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the

Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Parties with respect to the Patent Collateral are as provided by the Notes, the Purchase Agreement, and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Termination of Security Interest; Special Power of Attorney. At such time as all of the Notes have been paid in full, are converted, or are terminated by their terms, the security interest granted under this agreement shall be released by the Secured Parties and terminated. The Grantor, at its sole expense, may deliver such termination statements or similar lien release documents as it, in its sole discretion, determines are necessary to release and terminate the security interest, and each of the Secured Parties irrevocably appoints the president or CEO of the Grantor as attorney-in-fact to execute on their behalf any such release or termination statement.

5. Additional Parties. Each party that becomes a party to the Purchase Agreement and extends credit to the Grantor pursuant to a Note in a Subsequent Closing (as that term is defined in the Purchase Agreement) may become a Secured Party under this Patent Security Agreement by executing and delivering a counterpart signature page (an “**Additional Secured Party**”). If any party becomes an Additional Secured Party, Grantor will, and is hereby authorized to, promptly execute and deliver all instruments, documents, or amendments to any filing with national, federal, and state government authorities, including, but not limited to, the United States Patent and Trademark Office, to perfect the Additional Secured Party’s security interest.

6. Waivers and Amendments. Any provision of this Patent Security Agreement may be amended, waived, or modified only upon the written consent of the Grantor and the Majority Investors (as that term is defined in the Purchase Agreement); provided however, that Exhibit A to this agreement may be amended by Grantor to add an Additional Secured Party that becomes party to this agreement as provided in Section 7.

7. Execution in Counterparts. This Patent Security 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 Patent Security Agreement by facsimile or in electronic form (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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

9. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date set forth above.

GRANTOR:

ATTENSA CORPORATION

By: 

Charlie Davidson,
Chief Executive Officer

Address: 512 Northwest 17th Avenue
Portland, OR 97209

AGREED AND ACCEPTED:

SECURED PARTY:

VOYAGER CAPITAL FUND III, L.P.

By: _____



Name: Erik Benson

Title: Managing Director

Address: 719 Second Avenue
Suite 1400
Seattle, WA 98104

VOYAGER CAPITAL FOUNDERS' FUND III, L.P.

By: _____



Name: Erik Benson

Title: Managing Director

Address: 719 Second Avenue
Suite 1400
Seattle, WA 98104

AGREED AND ACCEPTED:

SECURED PARTY:

GEORGE GERALD PRATT REVOCABLE TRUST

By: _____
Name: George Pratt
Title: Trustee

Address: PO Box 820351
82051
Vancouver WA
98682

LASZLO SZALVAY AND ALISON SZALVAY,
Joint Tenants with Right of Survivorship

Laszlo Szalvay

Alison Szalvay

Address: _____

AGREED AND ACCEPTED:

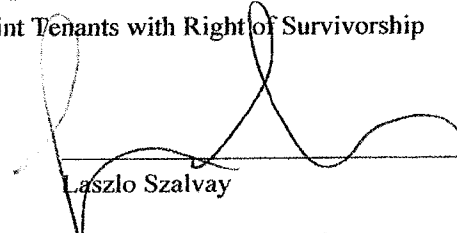
SECURED PARTY:

GEORGE GERALD PRATT REVOCABLE TRUST

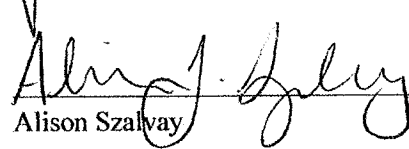
By: _____
Name: _____
Title: Trustee

Address: _____

LASZLO SZALVAY AND ALISON SZALVAY,
Joint Tenants with Right of Survivorship



Laszlo Szalvay



Alison Szalvay

Address:

808 SE 24th Ct.
CONAS, WA. 98007
USA

AGREED AND ACCEPTED:

SECURED PARTY:


Hans Witt

Address: 1133 NW 11th AVE
Apt 207
Portland, OR 97209

By: _____

Victor Szalvay


Address: _____

AGREED AND ACCEPTED:

SECURED PARTY:

Hans Witt

Address: _____

By: 

Victor Szalvay

Address: 3205 S. Judkins St
Seattle WA 98144

EXHIBIT A

SECURED PARTIES

1. Voyager Capital Fund III, L.P.
2. Voyager Capital Founders' Fund III, L.P.
3. Hans Witt
4. George Gerald Pratt Revocable Trust
5. Laszlo Szalvay and Alison Szalvay
6. Victor Szalvay

SCHEDULE 1

PATENTS

Patent Title	Patent No.	Issue Date
PREDICTIVE PUBLISHING OF INTERNET DIGITAL CONTENT	8,495,210	7/23/2013
PREDICTIVE PUBLISHING OF RSS ARTICLES	8,255,521	8/28/2012

79134517.2 0060030-00001

RECORDED: 08/19/2015

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REEL: 036365 FRAME: 0868