

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3522470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BLACKARROW, INC.	09/11/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	500 WEST MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7263714
Patent Number:	8578405
Patent Number:	8640161
Patent Number:	6912504
Patent Number:	7519273
Application Number:	13006069
Application Number:	14105131
Application Number:	14105166
Application Number:	14266788
Application Number:	14266803
Application Number:	14314008
Application Number:	14315227
Application Number:	14299355
Application Number:	09766133
Application Number:	12005531
Application Number:	62053098
Application Number:	62053103
Application Number:	62100561
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (214)981-3400

*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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** DUSAN CLARK, ESQ.

**Address Line 1:** SIDLEY AUSTIN LLP

**Address Line 2:** 2001 ROSS AVENUE, SUITE 3600

**Address Line 4:** DALLAS, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	51339-30080
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<b>NAME OF SUBMITTER:</b>	DUSAN CLARK
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<b>SIGNATURE:</b>	/Dusan Clark/
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<b>DATE SIGNED:</b>	09/11/2015
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**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 11, 2015, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2013 (as amended by that certain Amendment No. 1 to Credit Agreement and Joinder, dated as of the date hereof (the "Joinder"), and as the same may be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Cross MediaWorks, LLC, as the Borrower, CMW Holdco, Inc. ("Holdings"), as a Guarantor, the other Loan Parties, the Lenders and the from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 1, 2013 (as amended by the Joinder and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), among the grantors party thereto and the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower and to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or if not defined therein as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference

herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in subsection 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

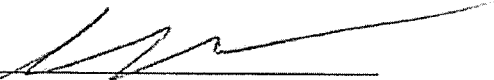
Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

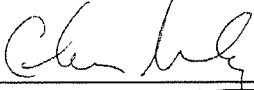
BLACKARROW, INC.

By:   
Name: *Chris Pemberton*  
Title: *Secretary*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP,  
as Administrative Agent

By:   
Name: Graham Manley  
Title: Senior Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 036544 FRAME: 0019**

## SCHEDULE 1

### 1. REGISTERED PATENTS:

	Patent	Country	Status	Application Number Appl. Date	Reg. / (Publ.) No. Reg./ (Publ.) Dates	Owner
1.	PROVIDING CONTENT INTERRUPTIONS	US	Registered	09/764,748 1/18/2001	7,263,714 8/28/2007	BlackArrow, Inc.
2.	PROVIDING CONTENT INTERRUPTIONS	US	Registered	12/542,036 8/17/2009	8,578,405 11/05/2013	BlackArrow, Inc.
3.	PROVIDING CONTENT INTERRUPTIONS	US	Registered	12/542,040 8/17/2009	8,640,161 1/28/2014	BlackArrow, Inc.
4.	DISTRIBUTING TELEVISION ADVERTISEMENTS OVER THE INTERNET	US	Registered	09/560,458 4/28/2000	6,912,504 6/28/2005	BlackArrow, Inc.
5.	CONTENT WITH ADVERTISEMENT INFORMATION SEGMENT	US	Registered	09/766,126 1/19/2001	7,519,273 4/14/2009	BlackArrow, Inc.

### 2. PATENT APPLICATIONS:

	Patent	Country	Status	Application Number Appl. Date	Reg. / (Publ.) No. Reg./ (Publ.) Dates	Owner
1.	METHOD AND APPARATUS FOR INSERTING ADVERTISEMENTS IN CONTENT	US	Allowed	13/006,069 1/13/2011	(20120185895) (7/19/2012)	BlackArrow, Inc.
2.	DIGITAL ADVERTISING CONTROL MODULE	US	N/A	14/105,131 12/12/2012	N/A	N/A
3.	METHOD AND SYSTEM TO SECURE DATA USED BY A SUBSCRIBER INFORMATION SERVICE	US	N/A	14/105,166 12/12/2012	N/A	N/A
4.	COMMUNICATION OF EXTRA INFORMATION IN COMPROMISED GLOBALLY UNIQUE IDENTIFIER	US	N/A	14/266,788 4/30/2013	N/A	N/A

	Patent	Country	Status	Application Number Appl. Date	Reg. / (Publ.) No. Reg. / (Publ.) Dates	Owner
5.	SELECTING SUPPLEMENTAL CONTENT FOR AN OPT-IN SHARED MEDIA EXPERIENCE	US	N/A	14/266,803 4/30/2013	N/A	N/A
5.	SYSTEM APPLYING GROUP MICRO-TRANSACTIONS TO MODIFY AD MAPS	US	N/A	14/314,008 6/24/2013	N/A	N/A
7.	AD SELECTION IN OPT-IN MEDIA EXPERIENCE BASED ON MULTIPLE GROUP MEMBERSHIP	US	N/A	14/315,227 6/24/2013	N/A	N/A
8.	MULTI-PLATFORM FREQUENCY CAPPING IN DISTRIBUTED AD SERVER ENVIRONMENT	US	N/A	14/299,355 6/09/2014	N/A	N/A
9.	CONTENT WITH ADVERTISEMENT INFORMATION SEGMENT	US	Pending	09/766,133 1/19/2001	20020100062 (7/25/2002)	BlackArrow, Inc.
10	METHOD AND APPARATUS FOR SPLITTING ADVERTISING OPPORTUNITIES	US	Pending	12/005,531 12/27/2007	(2009-0171784) (7/02/2009)	BlackArrow, Inc.
11	N/A	US	N/A	62/053,098	N/A	N/A
12	N/A	US	N/A	62/053,103	N/A	N/A
13	N/A	US	N/A	62/100,561	N/A	N/A

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RECORDED: 09/11/2015

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