# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4052662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Execution Date
RADIUMONE, INC.	07/10/2015

# **RECEIVING PARTY DATA**

Name:	COMERICA BANK	
Street Address:	39200 W. SIX MILE ROAD	
Internal Address:	MC 7512	
City:	LIVONIA	
State/Country:	MICHIGAN	
Postal Code:	48152	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	9146998
Patent Number:	9135653
Patent Number:	9117240
Patent Number:	9098872

# **CORRESPONDENCE DATA**

**Fax Number:** (858)550-6420

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:** 858-550-6433

**Email:** jmfitzpatrick@cooley.com **Correspondent Name:** JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL

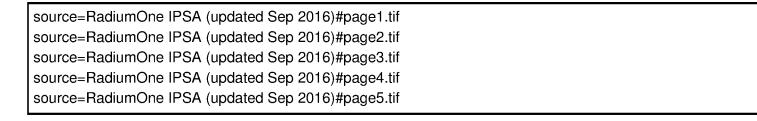
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1576 RADIUMONE
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	09/14/2016
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**Total Attachments: 5** 

PATENT REEL: 039743 FRAME: 0784

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PATENT REEL: 039743 FRAME: 0785

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 10, 2015 by and among COMERICA BANK ("Bank"), RADIUMONE, INC., a Delaware corporation ("RadiumOne"), and CLIXTR, INC., a Delaware corporation ("Clixtr") (RadiumOne and Clixtr are each a "Granter" and collectively, the "Granters").

### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in to that certain Loan and Security Agreement by and between Bank and Borrowers dated as of January 31, 2013 as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of December 18, 2013 and that certain Second Amendment to Loan and Security Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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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.

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.

GRANTORS:

Address of Grantor:	RADIUMONĖ, INC.
55 2nd Street, 18th Floor	By: Why armar A.
San Francisco, CA	Name: WYSCAVE Title:
Attn:	inc.
Address of Grantor:	CLIXTR, INC.
c/o RadiumOne, Inc.	11111/2
55 2nd Street, 18th Floor	By: 100 - 10
San Francisco, CA	Name: W/ Weinster
~mi ( )	Title:
Attn:	Car
	BANK:
Address of Bank:	COMERICA BANK
M/C 7512	By:
39200 Six Mile Road	Name: Name:
Livonia, MI 48152	Title: 542
LIVUING IVER TO LIDE	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4

Attn: Livonia Operations Center

# **EXHIBIT** A

# Copyrights

Registration
Description Number Registration Date

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PATENT

REEL: 039743 FRAME: 0788

# **EXHIBIT B**

# **Patents**

Description	Patent / Application Number	Issue / Application Date
Building a social graph using sharing activity of users of the open web by creating an edge representing category type	8,892,734	11/18/14
Building a social graph based on links received and selected by receiving users of the open web	8,751,621	06/10/14
Building a social graph using sharing activity of users of the open web	14/530,536	10/31/14
Building a social graph using sharing activity of users of the open web	14/286,768	05/23/14
Building a social graph with sharing activity between users of the open web	14/155,267	01/14/14
Building a social graph with sharing activity between users of the open web	14/155,258	01/14/14
Building a social graph with sharing activity between users of the open web	13/526,288	06/18/12
Method for providing event based media streams	8,510,383	08/13/13
Building a social graph using sharing activity of users of the open web by creating an edge representing category type	9,146,998	09/29/15
Building a social graph using sharing activity of users of the open web by identifying nodes in the social graph and adjusting weights associated with edges	9,135,653	09/15/15
Building a social graph based on links received and selected by recipients	9,117,240	08/25/15
Building a social graph based on links received and selected by recipients and using graph to personalize content for delivery	9,098,872	08/04/15

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# **EXHIBIT C**

### Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
PO.ST	4,508,907	04/08/14
PO.ST	4,471,349	01/21/14
PINOME MESSENGER	85/318,614	05/11/11
PINGME	85/318,609	05/11/11
Sharegrapgh	4,158,724	06/12/12
RADIUMONE	4,109,749	03/06/12
GWALLET	3,831,256	08/10/10
Clixtr	3,723,601	12/08/09

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REEL: 039743 FRAME: 0790