

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4162137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DOAPP, INC.	06/10/2016
NEWSCYCYCLE SOLUTIONS, INC.	06/10/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8843393
Patent Number:	7895084
Patent Number:	D629414
Patent Number:	D629415
Patent Number:	D617336
Patent Number:	D617337
Patent Number:	D607890
CORRESPONDENCE DATA	
Fax Number:	(212)303-7064
<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:	212.318.6824
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ATTORNEY DOCKET NUMBER:	73896.00226
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/

PATENT

DATE SIGNED:

11/30/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 10th day of June, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **NEWSCYCLE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **NEWSCYCLE SOLUTIONS, INC.**, a Delaware corporation ("U.S. Borrower"), **NEWSCYCLE SWEDEN HOLDINGS AB**, a Swedish private limited liability company ("Newscycle Sweden Holdings"), **NEWSCYCLE SOLUTIONS AB**, a Swedish private limited liability company ("Newscycle Sweden"; together with Newscycle Sweden Holdings, each a "Swedish Borrower" and individually and collectively, jointly and severally, the "Swedish Borrowers"; together with U.S. Borrower, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure (x) in the case of Grantors that are U.S. Grantors, the Secured U.S. Obligations, and (y) in the case of Grantors that are Swedish Grantors,

the Secured Swedish Obligations (referred to in this Copyright Security Agreement, collectively, as the “Secured Obligations”), a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

- (a) all of its Patents including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, including the right to receive damages.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the applicable Grantors, or all of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

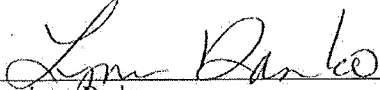
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOAPP, INC., a Delaware corporation

By: 
Name: Lynn Danko
Title: Chief Financial Officer

NEWSCYCLE SOLUTIONS, INC., a Delaware corporation

By: 
Name: Lynn Danko
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 

Brian J. Velardo

Its Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Title	Jurisdiction	Patent Number	Issue Date	Status	Grantor
METHOD AND SYSTEM FOR IMPROVED MOBILE DEVICE ADVERTISEMENT	USA	8843393	09/23/2014	Granted	DoApp, Inc.
METHOD AND SYSTEM FOR PROVIDING PURCHASING ON A WIRELESS DEVICE	USA	7895084	02/22/2011	Granted	DoApp, Inc.
PORTION OF A COMPUTER SCREEN WITH AN IMAGE OF A KEYBOARD	USA	D629414	12/21/2010	Granted Design Patent	DoApp, Inc.
PORTION OF A COMPUTER SCREEN WITH AN IMAGE OF A KEYBOARD	USA	D629415	12/21/2010	Granted Design Patent	DoApp, Inc.
PORTION OF A COMPUTER SCREEN WITH AN IMAGE OF A KEYBOARD	USA	D617336	06/08/2010	Granted Design Patent	DoApp, Inc.
PORTION OF A COMPUTER SCREEN WITH AN IMAGE OF A KEYBOARD	USA	D617337	06/08/2010	Granted Design Patent	DoApp, Inc.
PORTION OF A COMPUTER SCREEN WITH AN IMAGE OF A KEYBOARD	USA	D607890	01/12/2010	Granted Design Patent	DoApp, Inc.