

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4310409

<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>
V P HOLDINGS, INC.	12/30/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>Internal Address:</b>	500 FIRST AVENUE
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14221233
<b>Application Number:</b>	14313728
<b>Application Number:</b>	14515492
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)832-5619
<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>	
<b>Phone:</b>	215-569-5619
<b>Email:</b>	PECSENYE@BLANKROME.COM
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE
<b>Address Line 1:</b>	BLANK ROME LLP
<b>Address Line 2:</b>	ONE LOGAN SQUARE
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	074658-16093
<b>NAME OF SUBMITTER:</b>	TIMOTHY D. PECSENYE
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/09/2017
<b>Total Attachments: 5</b>	
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## Patent Security Agreement

**Patent Security Agreement**, dated as of December 30, 2016, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Revolving Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Revolving Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise,

shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

V P HOLDINGS, INC.

By: 

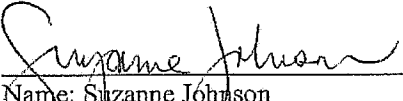
Name: Mary Ann Sigler

Title: Vice President and Treasurer

[Signature Page to ABL Patent Security Agreement]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Suzanne Johnson  
Title: Vice President

[Signature Page to ABL Patent Security Agreement]

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

None.

**Patent Applications:**

**Patent Applications of V P Holdings, Inc.:**

No.	Patent	Registration Number	Status	Filing Date
1.	Generation and Management of a Promotional Campaign	14/221,233	Nonprovisional Application	20-Mar-2014
2.	Systems and methods for delivering content	14/313,728	Nonprovisional Application	24-Jun-2014
3.	Crowdsourced incentives and management of same	14/515,492	Nonprovisional Application	15-Oct-2014