

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4462618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
YIELDMO, INC.	06/09/2017
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: 7	
Property Type	Number
Application Number:	15466603
Application Number:	62375228
Application Number:	62424953
Application Number:	62474549
Patent Number:	D785643
Application Number:	29548368
Application Number:	29557699
CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
<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:	858-5501-6433
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:	036703-1776 YIELDMO
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/

PATENT

DATE SIGNED:	06/15/2017
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Total Attachments: 10

source=7th Amend - EXECUTED First Amendment to IPSA effective dated 06092017 with Exhibit#page1.tif
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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of June 1, 2017 (the "Amendment") by and between COMERICA BANK ("Bank") and YELDMO, INC., a Delaware corporation ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of August 13, 2016, as amended from time to time (the "IPSA"). Grantor has acquired a new patent item. Bank and Grantor wish to update the IPSA to include the new patent item belonging to Grantor.

The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

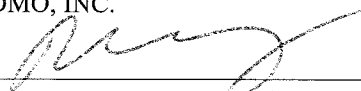
1. Exhibit B (Patents) to the IPSA is hereby amended and replaced in its entirety with Exhibit B, attached hereto.
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

YIELDMO, INC.

By: 

Name: Rick Eaton

Title: CFO

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

YIELDMO, INC.


By: _____

Name: _____

Title: _____

BANK:

COMERICA BANK

By:  _____

Name: Salomon Grigori

Title: Vice President

EXHIBIT B**Patents**

Description	Patent / Application Number	Issue / Application Date
As advertisement that changes its displayed content based on a manipulation of a webpage by a user; abstracted "hyperscroller."	PRV 62/068,646 US 14/592,883* PCT/US15/64460	10/25/2014 1/8/2015 12/8/2015
Header, footer, and intermediate advertisements for the same brand or product on one webpage.	PRV 62/059,974 US 14/668,937* PCT/US15/53112*	10/5/2014 3/25/2015 9/30/2015
Multiple segments of one advertising campaign interspersed throughout on one webpage or across multiple webpages; abstracted "stories."	PRV 62/119,176 US 15/048,994 PCT/US16/18819	2/21/2015 2/19/2016 2/20/2016
Testing and modifying advertisement formats for various optimization requirements and reusing optimized formats for similar users or at similar locations.	PRV 62/114,564 US 15/040,850 PCT/US16/17410	2/10/2015 2/10/2016 2/10/2016
(Pettitt, acquired) Republishing and syndicating digital content; registering a syndication engine to indicate content for syndication + monetization model for content.	PRV 61/447,567 US 14/012,066	2/18/2012 8/28/2013
Advertisement format optimized for a particular user and reused for future advertisements on the user's device.	PRV 62/175,205	6/12/2015
Hyperscroller, hyperplay, hyperplay window, etc., including hyper-X generator, hyper-X video UX, video ad builder, and hyper-X interaction and engagement.	PRV 62/197,929 US 15/217,879 US2 15/466,603	7/28/2015 7/22/2016
Caching web pages to correct state loss in back-forward caching in mobile Safari on iOS.	PRV 62/200,606	8/3/2015
Will cover an approach to jumping outside of our placement iframe to create an immersive overlay of an ad experience.	PRV 62/375,228	8/15/2016
Describes the technologies and methods that define our architecture for modular formats.	PRV 62/424,953	11/21/2016
360 video ads in iframe. Unique engagement metrics based on what user viewed in 360 video.	PRV 62,474,549	3/21/2017
Display screen or portion thereof with animated graphical user interface	D785,643	05/02/2017
"design: carousel advertising" (design patent)	29/548,368	12/13/2015
"design: ticker advertisement" (design patent)	29/557,699	3/10/2016
"design: stacked advertisement" (design patent)	29/557,544	3/9/2016

* - These applications have been abandoned
146457463 v1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2016 by and between COMERICA BANK ("Bank") and YIELDMO, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of June 18, 2013, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of June 18, 2014, that certain Second Amendment to Loan and Security Agreement dated as of September 12, 2014, that certain Third Amendment to Loan and Security Agreement dated as of April 21, 2015, and that certain Fourth Amendment to Loan and Security Agreement dated as of November 20, 2015 (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 and Borrower propose to enter into a Fifth Amendment to Loan and Security Agreement and Prime Referenced Rate Addendum dated as of even date herewith (the "Amendment"). Bank is willing to enter in to the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Amendment, 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 Grantor and Bank, 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 Grantor 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.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include any "intent to use" trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

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.

GRANTOR:

Address of Grantor:

218 West 18th Street, 2nd Floor
New York, NY 10011

Attn: Chief Financial Officer

YIELDMO, INC.

By: 

Name: RICK EATON

Title: CFO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: _____

Name: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

218 West 18th Street, 2nd Floor
New York, NY 10011

Attn: Chief Financial Officer

YIELDMO, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By:  _____

Name: Martin Garru

Title: SVP

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
As advertisement that changes its displayed content based on a manipulation of a webpage by a user; abstracted "hyperscroller."	PRV 62/068,646 US 14/592,883 ¹ PCT/US15/64460	10/25/2014 1/8/2015 12/8/2015
Header, footer, and intermediate advertisements for the same brand or product on one webpage.	PRV 62/059,974 US 14/668,937 PCT/US15/53112	10/5/2014 3/25/2015 9/30/2015
Multiple segments of one advertising campaign interspersed throughout on one webpage or across multiple webpages; abstracted "stories."	PRV 62/119,176 US 15/048,994 PCT/US16/18819	2/21/2015 2/19/2016 2/20/2016
Testing and modifying advertisement formats for various optimization requirements and reusing optimized formats for similar users or at similar locations.	PRV 62/114,564 US 15/040,850 PCT/US16/17410	2/10/2015 2/10/2016 2/10/2016
(Pettitt, acquired) Republishing and syndicating digital content; registering a syndication engine to indicate content for syndication + monetization model for content.	PRV 61/447,567 US 14/012,066	2/18/2012 8/28/2013
Advertisement format optimized for a particular user and reused for future advertisements on the user's device.	PRV 62/175,205	6/12/2015
Hyperscroller, hyperplay, hyperplay window, etc., including hyper-X generator, hyper-X video UX, video ad builder, and hyper-X interaction and engagement.	PRV 62/197,929 US 15/217,879	7/28/2015 7/22/2016
Caching web pages to correct state loss in back-forward caching in mobile Safari on iOS.	PRV 62/200,606	8/3/2015

¹ This application has been abandoned.

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
YIELDMO	4,755,727	6/16/2015
YIELDMO (w/color)	4,461,377	1/7/2014
SAVING THE WORLD FROM BAD MOBILE ADS	4,764,742	6/30/2015
EXPECT MORE FROM MOBILE ADVERTISING	4,901,514	2/16/2016