504403030 06/07/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4449727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FORECLOSURE ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WESTERN ALLIANCE BANK	03/24/2017

RECEIVING PARTY DATA

Name:	WAYWIRE GLOBAL, INC.	
Street Address:	1906 EL CAMINO REAL, SUITE 201	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94027	

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8117545
Patent Number:	8812956
Patent Number:	9411888
Application Number:	11241621
Application Number:	11285997

CORRESPONDENCE DATA

Fax Number: (858)638-5130

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: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 401 B STREET, SUITE 1700
Address Line 4: SAN DIEGO, CALIFORNIA 92101

 NAME OF SUBMITTER:
 MATT SCHWARTZ

 SIGNATURE:
 /s/ Matt Schwartz

 DATE SIGNED:
 06/07/2017

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

(Foreclosure Assignment)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made and entered into and effective as of March 24, 2017 (the "Effective Date"), by and between WAYWIRE GLOBAL, INC., a Delaware corporation ("Assignee"), and WESTERN ALLIANCE BANK, an Arizona corporation and successor in interest to as Bridge Bank, National Association ("Assignor").

WITNESSETH

WHEREAS. Assignor, is a party to the Intellectual Property Security Agreement, dated as of January 22, 2015, with MAGNIFY NETWORKS, INC., with its principal place of business at 135 West 29th Street. Suite 702, New York, NY 10001 (the "Borrower") (as the same may have been amended, restated or otherwise modified, the "Security Agreement"), recorded in the United States Patent and Trademark Office at Reel/Frame No. 034787/0436, with respect to patents and Reel/Frame No. 5445/0213, with respect to trademarks, pursuant to which Assignor has a continuing security interest in and lien on all or substantially all of the Borrower's intellectual property including, without limitation, the patents listed in Schedule A hereto and the trademarks listed in Schedule B hereto;

WHEREAS, on or about the Effective Date, pursuant to that Secured Party Bill of Sale, dated March 24, 2017 (the "Sale Agreement"). Assignee purchased Assignor's rights in the collateral (the "Purchase Transaction"):

WHEREAS, by way of this Assignment document, Assignor wishes to confirm the details of the Purchase Transaction, and Assignee wishes to obtain from Assignor, all rights in the set forth on Schedule A and Schedule B hereto (the "Collateral");

NOW, THEREFORE. for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Collateral consisting of the patents set forth on Schedule A attached hereto and the trademarks set forth on Schedule B attached hereto and to all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Security Agreement and the secured rights in and to the patents set forth on Schedule A attached

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hereto and secured rights in and to the trademarks set forth on <u>Schedule B</u> attached hereto and to recognize the same.

This Assignment is made in accordance with and subject to the Sale Agreement. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE COLLATERAL, AND ASSIGNEE ACCEPTS THE COLLATERAL "AS-IS". In the event of any inconsistency between the terms and conditions of the Sale Agreement and this Assignment, the terms of the Sale Agreement shall control.

[Signature Pages to Follow]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.

ASSIGNOR:

WESTERN ALLIANCE BANK

Title:

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax:(408) 282-1681

ASSIGNEE:

WAYWIRE GLOBAL, INC.

By:

Name: Tetyana Seredyuk

Title: CEO

Address for Notices:

1906 El Camino Real, Suite 201

Menlo Park, CA 94027

SCHEDULE A

PATENTS

Title:	Patent Number:	Application Serial Number:	Filing Date/Issue Date:
Hosted Video Discovery and Publishing Platform	8117545	11773487	February 14, 2012
Video Curation Platform with Pre- Roll Advertisements for Discovered Content	8812956	14026153	August 19, 2014
Hosted Video Discovery and Publishing Platform	9411888	13371530	August 9, 2016
Method of and a System for Accepting User-Created Content on a Computer Network Site		11241621	October 3, 2005
Method of and a System for Logging on a Project which Contains a Footage		11285997	November 25, 2005

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SCHEDULE B

TRADEMARKS

Mark / Title:	<u>U.S. Serial</u> <u>Number:</u>	<u>U.S.</u> <u>Registration</u> Number:	Filing Date:	Registration Date
W word mark	86427941	4751805	October 20, 2014	June 9, 2015
Waywire	85579763	4637566	March 26, 2012	November II. 2014

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PATENT REEL: 042731 FRAME: 0899

RECORDED: 06/07/2017