

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4652799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VIVIAL MEDIA LLC	10/16/2017
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8001004
Patent Number:	8099328
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	215-569-5619
Email:	PECSENYE@BLANKROME.COM
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	BLANK ROME LLP
Address Line 2:	ONE LOGAN SQUARE
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-01614
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/23/2017
Total Attachments: 5	
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Supplement**") made as of this 16th day of October, 2017, by Vivial Media LLC, a corporation formed under the laws of the State of Delaware ("**Grantor**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173, in its capacity as "Agent" under the Credit Agreement referenced in the IP Agreement described below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "**Agent**"):

W I T N E S S E T H

WHEREAS, Grantor, certain other grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of September 29, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Documents, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP

Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.


3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

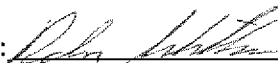
VIVIAL MEDIA LLC

By: 
Name: Richard G. HALLE
Title: CFO

[Signature Page to IP Security Agreement Supplement]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By:  _____

Name: Rahum Williams

Title: Vice President

[Signature Page to IP Security Agreement Supplement]

SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED October 16, 2017

<u>Patent/Application No.</u>	<u>Patent Title</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
8,001,004	SYSTEM AND METHOD FOR BROKERING THE SALE OF INTERNET ADVERTISEMENTS INVENTORY	Vival Media, LLC	July 30, 2008	August 16, 2011	Issued
8,099,328	SYSTEM AND METHOD FOR BROKERING THE SALE OF INTERNET ADVERTISEMENTS INVENTORY AS DISCRETE TRAFFIC BLOCKS OF SEGMENTED INTERNET TRAFFIC	Vival Media, LLC	April 26, 2008	January 17, 2012	Issued