

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5683662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SKYWORD INC.	08/23/2019

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL INC., AS AGENT
Street Address:	400 HAMILTON AVENUE, SUITE 310
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	10026102
Patent Number:	9916599
Patent Number:	9773260
Patent Number:	9767486
Patent Number:	9367823
Patent Number:	9251279
Application Number:	10366080
Application Number:	14968083
Application Number:	11371462
Application Number:	11451995
Application Number:	11593864

CORRESPONDENCE DATA

Fax Number:

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	PATTY CHENG
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	08/23/2019
Total Attachments: 7 source=Skyword - IPSA#page1.tif source=Skyword - IPSA#page2.tif source=Skyword - IPSA#page3.tif source=Skyword - IPSA#page4.tif source=Skyword - IPSA#page5.tif source=Skyword - IPSA#page6.tif source=Skyword - IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of August 23, 2019, by and between HERCULES CAPITAL, INC., a Maryland corporation, as agent ("Agent"), SKYWORD INC., a Delaware corporation formerly known as Gather Inc. ("Parent") and TRACKMAVEN, INC., a Delaware corporation ("Subsidiary"), and together with Parent, the "Grantors").

RECITALS

A. Pursuant to the terms set forth in that certain Loan and Security Agreement dated as of the date hereof and as amended, modified, supplemented or otherwise modified from time to time, by and among the several entities from time to time parties as lenders thereto (collectively, referred to as "Lender"), Agent, Grantors, and any other parties thereto from time to time (the "Loan Agreement"), Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantors in the amounts and manner set forth in the Loan Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

B. As a condition to the Loan Agreement, Grantors are required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantors agree as follows:

1. To secure the Secured Obligations, Grantors grant and pledge to Agent a security interest in all of Grantors' Intellectual Property now or hereafter existing, created, owned, acquired or held (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the Intellectual Property.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, and shall be cumulative and concurrent.

3. Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all United States Copyrights, Patents and Trademarks in connection with which Grantors have registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, which have not expired, terminated, or been cancelled or abandoned.

4. Grantors hereby authorize Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantors obtain subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or other applicable authority.

5. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

6. 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 the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a

valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Grantors:

c/o Skyword Inc.
38 Chauncy Street
Boston, MA 02111
Attn: Roger Blanchette

GRANTORS:

SKYWORD INC.

By:  _____

Name: Roger Blanchette

Title: Chief Financial Officer

TRACKMAVEN INC.

By:  _____

Name: Roger Blanchette

Title: Secretary and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers thereunto duly authorized as of the Effective Date.

COMPANY:

SKYWORD INC.

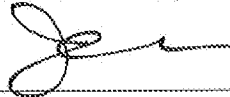
By: _____

Name: _____

Title: _____

WARRANTHOLDER:

HERCULES CAPITAL, INC.

By:  _____

Name: Jennifer Choe

Title: Assistant General Counsel

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B**Patents**

Owner	Title	Application Number / Patent Number	Application Date / Issue/Publication Date
Parent	Computer method and system for target advertising based on user rank in a computer network	10,026,102	July 17, 2018
Parent	Computer method and system for recommending content in a computer network	9,916,599	March 13, 2018
Parent	Computer method and system for detecting and monitoring negative behavior in a computer network	9,773,260	September 26, 2017
Parent	Computer method and system for determining expert-users in a computer network	9,767,486	September 19, 2017
Parent	Computer method and system for ranking users in a network community of users	9,367,823	June 14, 2016
Parent	Methods and systems for using community defined facets or facet values in computer networks	9,251,279	February 2, 2016
Parent	Methods And Systems For Using Community Defined Facets Or Facet Values In Computer Networks	10,366,080	July 30, 2019
Parent	Methods And Systems For Using Community Defined Facets Or Facet Values In Computer Networks	14/968,083	December 14, 2015
Parent *	User-driven media system in a computer network	11/371462	March 9, 2006
Parent *	Computer method and apparatus for targeting advertising	11/451995	June 12, 2006
Parent *	Computer method and system for publishing content on a global computer network	11/593864	Nov. 7, 2006

*— registered under its former name Gather Inc.

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial / Application Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Parent	SKYWORD360	87939627	5711567	March 26, 2019
Parent	PEOPLERANK	87018932	5487114	June 5, 2018
Parent	FORWARD	87104222	5325009	October 31, 2017
Parent	CONTENT MARKETING CONTINUUM	86950532	5224836	June 13, 2017
Parent	MOVING STORIES. FORWARD.	86387741	4978766	June 14, 2016
Parent	THE CONTENT STANDARD	85796476	4446499	December 10, 2013
Parent	THE CONTENT STRATEGIST	85797410	5151392	February 28, 2017
Parent	SKYWORD	85186902	4136407	May 1, 2012
Subsidiary	TRACKMAVEN	86533657	4812536	September 15, 2015
Subsidiary		86794409	4977380	June 14, 2016