

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5824603

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
VOBILE, INC.		11/15/2019
RECEIVING PARTY DATA		
Name:	ZEFR, INC.	
Street Address:	4101 REDWOOD AVE.	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	8689337	
Patent Number:	8009861	
Patent Number:	8204314	
Patent Number:	8793274	
Patent Number:	8131708	
Patent Number:	8615506	
Patent Number:	9367744	
Patent Number:	9414128	
Patent Number:	9479845	
Patent Number:	9430565	
Patent Number:	9432712	
Patent Number:	9544666	
Patent Number:	9432477	
Patent Number:	9697576	
CORRESPONDENCE DATA		
Fax Number:	(404)572-5100	
<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:	4045723828	
Email:	tkirillova@kslaw.com	

Correspondent Name:	TATYANA KIRILLOVA
Address Line 1:	1180 PEACHTREE STREET, N.E.
Address Line 2:	KING & SPALDING LLP
Address Line 4:	ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	TATYANA KIRILLOVA
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SIGNATURE:	//Tatyana Kirillova//
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DATE SIGNED:	11/18/2019
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Patent Security Agreement*”) is made this 15th day of November, 2019 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and ZEFR, INC., a California corporation (“*Lender*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Note, dated as of November 15, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Subordinated Note*”), made by Vobile, Inc., a California corporation (“*Borrower*”) in favor of Lender, Lender has made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Subordinated Note and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender, that certain Guaranty and Security Agreement, dated as of November 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Guaranty and Security Agreement*”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Subordinated Note, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Patent Collateral*”):

- (a) all of its Patents including those referred to on Schedule I; and
- (b) all of the Proceeds and products, whether tangible or intangible, of any of the foregoing.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VOBILE, INC. a California corporation

By: _____
Name: Yangbi
Title: Chief Executive Officer

A black rectangular box redacting the signature of the Chief Executive Officer.

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 051032 FRAME: 0901

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ZEFR, INC., a California corporation

By: 

Name: ZACH JAMES

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 051032 FRAME: 0902

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

<u>No.</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
1.	Vobile, Inc.	US 8,689,337 B2	Systems and Methods of Fingerprinting and Identifying Video Objects
2.	Vobile, Inc.	US 8,009,861 B2	Method and System for Fingerprinting Digital Video Object Based on Multiresolution, Multirate Spatial and Temporal Signatures
3.	Vobile, Inc.	US 8,204,314 B2	Method and System for Fingerprinting Digital Video Object Based on Multiresolution, Multirate Spatial and Temporal Signatures
4.	Vobile, Inc.	US 8,793,274 B2	Systems and Method for Auto Content Recognition
5.	Vobile, Inc.	US 8,131,708 B2	Methods and Systems for Monitoring and Tracking Videos on the Internet
6.	Vobile, Inc.	US 8,615,506 B2	Methods and Systems for Monitoring and Tracking Videos on the Internet
7.	Vobile, Inc.	US 9,367,744	System and methods of fingerprinting and identifying media contents
8.	Vobile, Inc.	US 9,414,128	System and Method for Providing content-aware persistent Ads
9.	Vobile, Inc.	US 9,479,845	System and Method for auto content recognition
10.	Vobile, Inc.	US 9,430,565	Providing Relevant Content
11.	Vobile, Inc.	US 9,432,712	Updating Channel Appearance
12.	Vobile, Inc.	US 9,544,666	Automated Pre and Post Roll Production
13.	Vobile, Inc.	US 9,432,477	Identifying Matching Video Content
14.	Vobile, Inc.	US 9,697,576	Mitigating Unauthorized Content Claims