

11/01/2012



RE

103651105

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AZUREUS SOFTWARE, INC.

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 17, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

Street Address: 555 MISSION STREET, 9TH FLOOR

City: SAN FRANCISCO

State: CA

Country: USA

Zip: 94105

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship CALIFORNIA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85/021,562

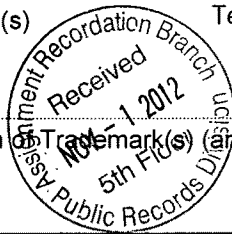
B. Trademark Registration No.(s)

3,329,674; 3,547,049; 3,285,557; 3,785,559; 3,722,923; 3,700,207; 3,493,245; 3,415,468

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

2-1-11



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DAVID DUPERRAULT, ESQ.

Internal Address: C/O SILICON VALLEY LAW GROUP

Street Address: 25 METRO DRIVE, SUITE 600

City: SAN JOSE

State: CA Zip: 95110

Phone Number: 408-573-5700

Docket Number: \_\_\_\_\_

Email Address: DVD@SVLG.COM

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/01/2012 ANULLINS 00000310 3329674

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

[Signature]  
Signature  
DAVID V. DUPERRAULT, ESQ.  
Name of Person Signing

10-23-12  
Date

Total number of pages including cover sheet, attachments, and document:  7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004936 FRAME: 0526

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 17, 2012 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and AZUREUS SOFTWARE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain Credit Extensions (the "Loans"), including advances of money, and to extend certain financial accommodations, to Grantor and its co-borrowers Spigot, Inc., a Nevada corporation and Spigot, Inc., a Delaware corporation (collectively, "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement.") Except as otherwise defined herein, capitalized terms herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the Copyrights, Patents, Trademarks, and other Intellectual Property (collectively, the "Intellectual Property Collateral") to secure the Obligations of Borrower under the Loan Agreement.

B. Pursuant to that certain Asset Purchase Agreement dated as of July 6, 2012 by and between Vuze, LLC, a Delaware limited liability company ("Seller"), Grantor, as purchaser, and Spigot, Inc., a Nevada corporation, Grantor purchased substantially all of Seller's assets, including, but not limited to, all of Seller's rights, title and interest in and to Seller's Intellectual Property and IP Rights (as defined therein) which consist of, among other things, Seller's patents and trademarks.

C. On or about January 3, 2011, Seller filed a Certificate Of Conversion From A Corporation To A Limited Liability Company in the State of Delaware and converted from Vuze, Inc., a Delaware corporation to Vuze, LLC, a Delaware limited liability company.

### AGREEMENTS

**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 Borrower's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure Borrower's obligations under the Loan Agreement, 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 issued, registered or applied for (as the case may be) 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.

Notwithstanding the foregoing, no grant or pledge of any security interest shall be deemed granted hereunder on any "intent to use" Trademark application until a statement of use for such application has been filed and accepted with the U.S. Patent and Trademark Office, provided that Borrower shall not grant a security interest in any such application to anyone else, and further provided that upon the filing of a statement of use for an "intent to use" Trademark application, Bank shall automatically have a first-priority security interest in such application, without any further action by Bank.

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 more fully set forth in the Loan Agreement and the other Loan Documents, and in addition to those which are now or hereafter available to Bank as a matter of law or equity. In the event of a conflict between the Loan Agreement and the other Loan Documents and this Intellectual Property Security Agreement, the Loan Agreement and the other Loan Documents shall control, provided that this Intellectual Property Security Agreement, the Loan Agreement and the other Loan Documents shall be interpreted in such a way as to harmonize and reconcile them, and, to the greatest extent possible, to give effect to the intent and purpose of each of them.


**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:

774 Mays Blvd., #10-456  
Incline Village, NV  
Attn: Rodrigo Sales, CEO

AZUREUS SOFTWARE, INC.,  
a Delaware corporation

By: 

Name: Rodrigo Sales

Title: CEO

**BANK:**

Address of Bank:

2400 Hanover Street  
Palo Alto, CA 94304  
Attn: Rick Tu

SILICON VALLEY BANK

By: 

Name: Matt Trotter

Title: VP

**EXHIBIT A**

**Copyright Registrations & Applications**

Description

Registration/Application  
Number

None

**EXHIBIT B**

## Patents &amp; Patent Applications

TITLE	SERIAL NUMBER	COUNTRY	FILING DATE	STATUS
SYSTEMS AND METHODS FOR DISTRIBUTING DATA WITHIN AN INTERNET HAVING A PLURALITY OF NODES	7,995,588	United States of America	21-Mar-06	Issued
SYSTEMS AND METHODS FOR DISTRIBUTING DATA	13/110,021	United States of America	18-May-11	Pending
DISTRIBUTED PEER LOCATION IN PEER-TO-PEER FILE TRANSFERS	12328492	United States of America	4-Dec-08	Pending
DISTRIBUTED PEER LOCATION IN PEER-TO-PEER FILE TRANSFERS	PCTUS2009047742	PCT	18-Jun-09	Completed
ASSOCIATIVE CONSTRUCTION OF MULTIMEDIA SUBSCRIPTIONS	98152176	European Patent Office	17-Sep-09	Pending
ASSOCIATIVE CONSTRUCTION OF MULTIMEDIA SUBSCRIPTIONS	111138180	Hong Kong	23-Dec-11	Pending
REVERSE SUBSCRIPTIONS	12562048	United States of America	17-Sep-09	Pending
ASSOCIATIVE CONSTRUCTION OF MULTIMEDIA SUBSCRIPTIONS	PCTUS2009057362	PCT	17-Sep-09	Completed
ASSOCIATED CONTENT SYSTEM	12831962	United States of America	7-Jul-10	Pending
OFFLINE DOWNLOADER	12853963	United States of America	10-Aug-10	Pending
OFFLINE DOWNLOADER	PCTUS2011047277	PCT	10-Aug-11	Pending

**EXHIBIT C**

Trademark Registrations & Applications

**Australia**

VUZE Registered 9,38,41

**Austria**

AZUREUS Registered 9,38,41,42

**Benelux**

AZUREUS Registered 9,38,41,42

**Canada**

VUZE Registered

**China (People's Republic)**

AZUREUS Registered 41

AZUREUS Registered 38

VUZE Registered 9

VUZE Registered 38

VUZE Registered 41

**Czech Republic**

AZUREUS Registered 9,38,41,42

**Denmark**

AZUREUS Registered 9,38,41,42

**European Community**

AZUREUS Registered 35,38,42

LOGO (FROG) Registered 9,38,41,42

NEW FROG LOGO Registered 9,38,41,42

STUDIOHD Registered 38,41,42

VUZE Registered 9,35,38,41

**France**

AZUREUS Registered 9,38,41,42

**Germany**

AZUREUS Registered 35,38,42

**Int'l Registration - Madrid Prot**

AZUREUS Registered 35,38,42 AZUREUS Registered 9,38,41,42

**Ireland**

AZUREUS Registered 9,38,41,

**Italy**

AZUREUS Registered 9,38,41,42

**Japan**

AZUREUS Registered 38,41,

**Korea, Republic of**

AZUREUS Registered 9,38,41,42  
VUZE Registered 9,38,41

**Poland**

AZUREUS Registered 9,38,41,42

**Portugal**

AZUREUS Registered 9,38,41,42

**Russian Federation**

AZUREUS Registered 9,38,41,42

**Singapore**

AZUREUS Registered 38

AZUREUS Registered 42

AZUREUS Registered 9

AZUREUS Registered 41

**Spain**

AZUREUS Registered 9,38,41,42

**Sweden**

AZUREUS Registered 9,38,41,42

**Switzerland**

AZUREUS Registered 9,38,41,42

AZUREUS Registered 35,38,42

**United Kingdom**

AZUREUS Registered 9,38,41,42

**United States of America**

AZUREUS Registered 9,38,41,  
AZUREUS Registered 35,38,42  
AZUREUS Registered 9  
FROG AND PLUS LOGO Filed 9,38,41,42  
LOGO (FROG) Registered 9  
NEW FROG LOGO Registered 9,25,38,41,4  
STUDIOHD Registered 41  
VUZE Registered 38  
VUZE Registered 9,35,41

**Application No.**

79/028,443  
79/045,298  
79/644,889  
85/021,562  
77/534,609  
77/309,784  
77/622,031  
77/080,690  
77/975,272

**Registration No.**

3,329,674  
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