

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhythm NewMedia Inc.		07/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Ventures, LLC		
Street Address:	245 Park Avenue, 19th Floor		
Internal Address:	Attn: General Counsel		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77058543	RHYTHM NEWMEDIA	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	383144-6		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		

CH \$40.00 77058543

Date:

07/19/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 19, 2013 by and between ORIX VENTURES, LLC (“ORIX”) and RHYTHM NEWMEDIA INC. (“Grantor”).

RECITALS

A. ORIX has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between ORIX and Grantor dated as of July 19, 2013 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). ORIX is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to ORIX a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to ORIX a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to ORIX a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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.

This security interest is granted in conjunction with the security interest granted to ORIX under the Loan Agreement. The rights and remedies of ORIX with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to ORIX as a matter of law or equity. Each right, power and remedy of ORIX provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by ORIX of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including ORIX, of any or all other rights, powers or remedies.

[Signature Page Follows]

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:

800 West El Camino Real, Suite 100
Mountain View, CA 94040

Attn: Chief Financial Officer

RHYTHM NEWMEDIA INC.

By: 

Title: CFO

ORIX:

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167

Attn: General Counsel, Operations Manager
and Portfolio Manager

ORIX VENTURES, LLC

By: _____

Title: _____

{Signature Page to Intellectual Property Security Agreement}

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:

800 West El Camino Real, Suite 100
Mountain View, CA 94040

Attn: Chief Financial Officer

RHYTHM NEWMEDIA INC.

By: _____

Title: _____

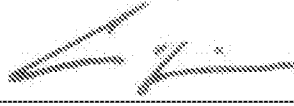
ORIX:

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167

Attn: General Counsel, Operations Manager
and Portfolio Manager

ORIX VENTURES, LLC

By:  _____

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File/Issue Date</u>
Optimized advertising fulfillment	11418766	5/5/2006
Targeted advertising using verifiable information	11418767	5/5/2006
Efficient real-time stitching of multimedia files	13014867	1/27/2011
Displaying animated images in a mobile browser	13344922	1/6/2012

EXHIBIT C

Trademarks

Description

RHYTHM NEWMEDIA

Serial No.

77058543

File Date

12/6/2006