

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAYV MOBILE, LLC		03/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3969655	GOLOCAL247.COM	
Registration Number:	4484800	HUZZAH	
Registration Number:	4374422	SAYV	
Registration Number:	3430502	LESSWALKING.COM	
Serial Number:	85510638	APP EXPRESS A E	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F154357		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	03/06/2015		

OP \$140.00 3969655

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of March 6, 2015, is made by and between **SAYV MOBILE, LLC**, a Delaware limited liability company ("Company"), and **THE PRIVATEBANK AND TRUST COMPANY**, as administrative agent for itself, the Lender (as defined in the Credit Agreement referred to below) and (to the extent set forth in the Credit Agreement) certain Affiliates of the Lender (in such capacity, the "Agent").

Recitals

A. Company, the Agent and the Lender, among others, are parties to a Credit Agreement (as amended, restated, amended, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement") dated the same date as of the date hereof, setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of User-Friendly Phone Book, LLC, a Delaware limited liability company (the "Borrower").

B. As a condition to extending credit to or for the account of the Borrower, the Agent and the Lender have required the execution and delivery of this Agreement by Company.

C. ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to the Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in

the Credit Agreement and the Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit Agreement and Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower to evidence and record the release of the Lien on the Patents and Trademarks and Security Interests granted herein.

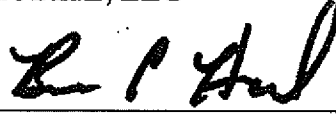
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

SAYV MOBILE, LLC

By: 

Name: Bruce Howard

Its: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005472 FRAME: 0950

THE PRIVATEBANK AND TRUST
COMPANY

By: 
Name: Andre Nel
Its: Managing Director

[Signature Page to Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

Sayv Mobile, LLC; Mobile Application Generator;

Patent No. 8,656,353; Date Patent Issued 2/18/2014

UNITED STATES PATENT APPLICATIONS

Sayv Mobile, LLC; Mobile Application Generator- United States

Patent Application Number 13/788,639; Date Patent Applied 3/7/2013

FOREIGN ISSUED PATENTS

Sayv Mobile, LLC; Mobile Application Generator- Canada;

Patent No. 2,866,284; Date Patent issued 2/3/2015

FOREIGN PATENT APPLICATIONS

Sayv Mobile, LLC; Mobile Application Generator- Canada



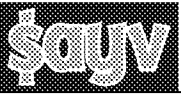
Patent Application Number PCT/US2013/029940; Date Patent Applied 10/10/2014

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

FEDERAL REGISTRATIONS/APPLICATIONS

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
golocal247.com 	3969655	May 31, 2011
Huzzah Huzzah	4484800	February 18, 2014
AppExpress A E 	85510638	January 6, 2012
Sayv 	4374422	July 30, 2013
lesswalking.com	3430502	May 20, 2008

FOREIGN REGISTRATIONS/APPLICATIONS

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
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Huzzah	1635407- Canada	October 22, 2014
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COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

LICENSES

None.