

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340532

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Theorem Inc.		04/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	695 Route 46 West		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3111281	THEOREM ANALYTICS	
<b>Registration Number:</b>	3100152	THEOREM	
<b>Registration Number:</b>	3934166	THEOREM CREATIONS	
<b>Registration Number:</b>	4122434	SMART ADAPTERS FOR MARKETERS (SAM)	
<b>Registration Number:</b>	4147937	SAM SMART ADAPTERS FOR MARKETERS	
<b>Registration Number:</b>	3922663	MAXIMIZING THE DIGITAL WORLD	
<b>Registration Number:</b>	3922662	CREATIVESONTAP	
<b>Registration Number:</b>	3928263	CREATIVESONTAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9736396236		
<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>			
<b>Phone:</b>	973-596-4649		
<b>Email:</b>	mlubben@gibbonslaw.com		
<b>Correspondent Name:</b>	Micheal J. Lubben, Esq.		
<b>Address Line 1:</b>	One Gateway Center		
<b>Address Line 2:</b>	Gibbons P.C.		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102-5310		
<b>ATTORNEY DOCKET NUMBER:</b>	107468-90049		

CH \$215.00 3111281

<b>NAME OF SUBMITTER:</b>	Michael J. Lubben, Esq.
<b>SIGNATURE:</b>	/mjlubben/
<b>DATE SIGNED:</b>	05/06/2015
<b>Total Attachments: 9</b> source=SKMBT_75415050616520#page1.tif source=SKMBT_75415050616520#page2.tif source=SKMBT_75415050616520#page3.tif source=SKMBT_75415050616520#page4.tif source=SKMBT_75415050616520#page5.tif source=SKMBT_75415050616520#page6.tif source=SKMBT_75415050616520#page7.tif source=SKMBT_75415050616520#page8.tif source=SKMBT_75415050616520#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2015, among **THEOREM INC.**, a Delaware corporation ("INC."), **THEOREM CREATIONS, LLC**, a New Jersey limited liability corporation ("Creations"), **OOLUROO LLC**, a New Jersey limited liability company ("Ooluroo", and together with INC. and Creations, the "Borrowers"), **THEOREM EMEA PVT. LTD.**, a limited liability company organized in the United Kingdom ("Theorem UK"), **THEOREM (INDIA) PRIVATE LIMITED**, a limited company organized in India ("Theorem India", and together with the Borrowers, Theorem UK, and each other Person that becomes an Additional Grantor hereunder, each a "Grantor", and together, the "Grantors") and **JPMORGAN CHASE BANK, N.A.** (the "Lender").

### RECITALS

(A) The Grantors, as Borrowers and Guarantors, have entered into a Credit Agreement with the Lender dated April 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

(B) The Grantors are party to a Pledge and Security Agreement, dated the date hereof, in favor of the Lender (the "Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### SECTION 1 Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement, and if not defined therein, in the Credit Agreement.

#### SECTION 2 Grant of Security Interest in Intellectual Property Collateral.

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Lender a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3            Separate and Distinct Grants of Security.

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Lender acknowledge and agree that the security interests granted pursuant to this Agreement to the Lender and securing the Secured Obligations, shall be a "first" priority security interest in the Collateral, junior to no other Liens except for Liens on the Term Loan Priority Collateral pursuant to the Existing Term Loan Documents.

SECTION 4            Certain Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a security interest in, any of its right, title or interest in any Intellectual Property if the grant of such security interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5            Pledge and Security Agreement.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6            Governing Law.

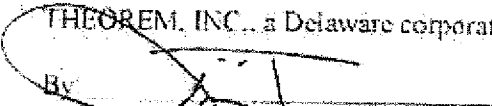
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND  
ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW  
YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE  
STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES  
THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

**[Signature Page Follows]**

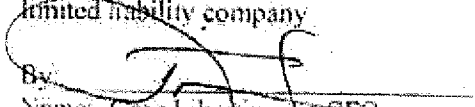
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


THEOREM, INC., a Delaware corporation

By:   
Name: Greg Liberty, as CFO  
Title: Chief Financial Officer

THEOREM CREATIONS LLC, a New Jersey limited liability company

By:   
Name: Greg Liberty, as CFO  
Title: Chief Financial Officer

OOLUROO LLC, a New Jersey limited liability company

By:   
Name: Greg Liberty, as CFO  
Title: Chief Financial Officer

THEOREM EMEA PVT LTD., a limited liability company organized in the United Kingdom

By:   
Name: Sanjay Kulkarni  
Title: Director

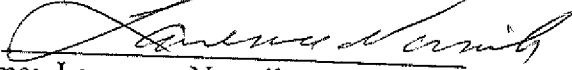
THEOREM (INDIA) PRIVATE LIMITED, a limited company organized in India

By:   
Name: Sanjay Kulkarni  
Title: Director

**LENDER:**

ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A., as Lender

By: 

Name: Lawrence Normile

Title: Vice President

**SCHEDULE I**

**COPYRIGHT REGISTRATIONS**

(A) REGISTERED COPYRIGHTS

NONE

Copyright Reg. No. Date

(B) COPYRIGHT APPLICATIONS

NONE

(C) COPYRIGHT LICENSES

NONE

Name of Agreement, Parties, Date of Agreement



**SCHEDULE II**

**PATENT REGISTRATIONS**

(A) REGISTERED PATENTS - NONE

Patent Reg. No. Date

(B) PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Ooluroo LLC	System and Method for Interactive Advertising	March 10, 2015	14/643,073
Ooluroo LLC	System and Method for Interactive Advertising	March 10, 2015	14/644,007
Ooluroo LLC	System and Method for Interactive Advertising	March 10, 2015	PCT/US15/19753
Ooluroo LLC	Digital Advertising and E-Commerce Platform	October 31, 2014	62/073,278

(C) PATENT LICENSES - NONE

Name of Agreement, Parties, Date of Agreement

**SCHEDULE III**

**TRADEMARK REGISTRATIONS**

(A) REGISTERED TRADEMARKS

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Theorem, Inc.	Theorem Analytics	7-4-2006	USPTO -3111281
Theorem, Inc.	Theorem	6-6-2006	USPTO - 3100152
Theorem, Inc.	Theorem Creations	3-22-2011	USPTO - 3934166
Theorem, Inc.	Smart Adapters for Marketers (SAM)	4-3-2012	USPTO - 4122434
Theorem, Inc.	SAM Smart Adapters for Marketers	5-22-2012	USPTO - 4147937
Theorem, Inc.	Maximizing the Digital World	2-22-2011	USPTO - 3922663
Theorem, Inc.	CreativesOnTap (standard)	2-22-2011	USPTO - 3922662
Theorem, Inc.	CreativesOnTap (design)	3-8-2011	USPTO-3928263
Ooluroo LLC	Ooluroo	6-16-2014	USPTO-86310524
Theorem, Inc.	Theorem	1-30-2009	UK - 2507580
Theorem, Inc.	Theorem Analytics	5-11-2010	OHIM - 006481147
Theorem, Inc.	Theorem	4-14-2011	OHIM - 006481048
Theorem, Inc.	The Online Marketing Ecosystem	8-20-2009	OHIM - 007091226
Theorem, Inc.	SAM Smart Adapters for Marketers	5-27-2009	OHIM - 006481246
Theorem, Inc.	Maximizing the Digital World	8-20-2009	OHIM - 007090905
Theorem, Inc.	CreativesOnTap	7-21-2009	OHIM - 007407679

(B) TRADEMARK APPLICATIONS

<b>Name of Grantor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
Ooluroo LLC	Ooluroo	6-16-2014	USPTO-86310524
Ooluroo LLC	Ooluroo	6-16-2014	CIPO – 1705147
Ooluroo LLC	Ooluroo	12/5/2014	WIPO – A0046860

(C) TRADEMARK LICENSES - NONE

Name of Agreement, Parties, Date of Agreement