

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDIENCESCIENCE INC.		09/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX VENTURES, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4015747	AUDIENCESCIENCE	
Registration Number:	3868059	AUDIENCE SCIENCE	
Registration Number:	3773158	AUDIENCESCIENCE	
Registration Number:	3773157		
Serial Number:	85144753	AUDIENCESCIENCE CONNECT	
Registration Number:	3013930	DELIVER THE AUDIENCE. DRIVE THE REVENUE.	
Registration Number:	3116103		
Registration Number:	3116104		
Registration Number:	3319619	BEHAVIORAL SYNDICATION	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067493-0004		

OP \$240.00 4015747

NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	09/25/2015
Total Attachments: 10 source=AudienceScience Intellectual Property Security Agreement (2)#page1.tif source=AudienceScience Intellectual Property Security Agreement (2)#page2.tif source=AudienceScience Intellectual Property Security Agreement (2)#page3.tif source=AudienceScience Intellectual Property Security Agreement (2)#page4.tif source=AudienceScience Intellectual Property Security Agreement (2)#page5.tif source=AudienceScience Intellectual Property Security Agreement (2)#page6.tif source=AudienceScience Intellectual Property Security Agreement (2)#page7.tif source=AudienceScience Intellectual Property Security Agreement (2)#page8.tif source=AudienceScience Intellectual Property Security Agreement (2)#page9.tif source=AudienceScience Intellectual Property Security Agreement (2)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 22, 2015 (the "Effective Date") by and between ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and AUDIENCESCIENCE INC., a Delaware corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantor under the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a first-priority security interest (subject only to Permitted Liens) in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto, but subject to the exclusions from the Collateral set forth in Section 2.1 of the Loan Agreement), 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.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.
4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank]

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:

1120 112th Avenue NE, Suite 400
Bellevue, WA 98004

Attn: General Counsel

AUDIENCESCIENCE INC.

By: 

Name: MIKE PERALTA

Title: CEO

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

ORIX VENTURES, LLC

By: _____

Name: Jeffrey Bede

Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK

REEL: 005630 FRAME: 0487

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:

1120 112th Avenue NE, Suite 400
Bellevue, WA 98004

Attn: _____

AUDIENCESCIENCE INC.

By: _____

Name:

Title:

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

ORIX VENTURES, LLC

By: 

Name: Jeffrey Bede

Title: Managing Director

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

Application Title	Application Number	Filing Date	Status	Patent Number	Issue Date
METHOD AND SYSTEM FOR PARSING NAVIGATION INFORMATION	US09/613847	7/11/2000	Issued	US6785666	8/31/2004
METHOD AND SYSTEM FOR PARSING NAVIGATION INFORMATION	US10/320092	12/16/2002	Issued	US6873981	3/29/2005
VISUALIZING AUTOMATICALLY GENERATED SEGMENTS	US09/751366	12/29/2000	Issued	US6871196	3/22/2005
REPORT DEPICTING EXTENT OF COMPLETION OF A PROCESS	US11/779766	7/18/2007	Pending		
IDENTIFYING AND REPORTING ON FREQUENT SEQUENCES OF EVENTS IN USAGE DATA	US09/755971	1/5/2001	Issued	US7051029	5/23/2006
IMPORTING DATA USING METADATA	US09/872867	6/1/2001	Issued	US6993529	1/31/2006
PARSING NAVIGATION INFORMATION TO IDENTIFY OCCURRENCES OF EVENTS OF INTEREST	US10/005224	12/5/2001	Issued	US7117193	10/3/2006
PARSING NAVIGATION INFORMATION TO IDENTIFY OCCURRENCES OF EVENTS OF INTEREST	US11/495089	7/27/2006	Issued	US7464122	12/9/2008
PARSING NAVIGATION INFORMATION TO IDENTIFY OCCURRENCES CORRESPONDING TO DEFINED CATEGORIES	US10/007646	12/5/2001	Issued	US6917972	7/12/2005
PARSING NAVIGATION INFORMATION TO IDENTIFY INTERACTIONS BASED ON THE TIMES OF THEIR OCCURRENCES	US10/005183	12/5/2001	Issued	US7107338	9/12/2006
PARSING NAVIGATION INFORMATION TO IDENTIFY INTERACTIONS BASED ON THE TIMES OF THEIR OCCURRENCES	US11/149036	6/8/2005	Issued	US7035925	4/25/2006
OPTIMIZED A PRIORI TECHNIQUES	US10/187392	6/28/2002	Issued	US7194477	3/20/2007
USER SEGMENTATION USER INTERFACE	US12/408660	3/20/2009	Issued	US8112458	2/7/2012
USER SEGMENT POPULATION TECHNIQUES	US12/204709	9/4/2008	Issued	US7966333	6/21/2011
ACCEPTING BIDS TO ADVERTISE TO USERS PERFORMING A SPECIFIC ACTIVITY	US11/049411	2/1/2005	Issued	US7698165	4/13/2010
ACCEPTING BIDS TO ADVERTISE TO USERS PERFORMING A SPECIFIC ACTIVITY	US11/049228	2/1/2005	Issued	US7299195	11/20/2007
ACCEPTING BIDS TO ADVERTISE TO USERS PERFORMING A SPECIFIC ACTIVITY	US12/407740	3/19/2009	Pending		
ACCEPTING BIDS TO ADVERTISE	US14/685965	4/14/2015	Pending		



TO USERS PERFORMING A SPECIFIC ACTIVITY					
ACCEPTING BIDS TO ADVERTISE TO USERS PERFORMING A SPECIFIC ACTIVITY	US14/749986	6/25/2015	Pending		
METHOD AND APPARATUS FOR CORRELATING PRODUCTS BASED UPON LOGICAL RELATIONS BY PRODUCT ATTRIBUTES AND OPTIONALLY WITH CUSTOMER DATA PURCHASES	US12/185761	8/4/2008	Issued	US9047610	6/2/2015
METHOD AND APPARATUS FOR CORRELATING PRODUCTS BASED UPON LOGICAL RELATIONS BY PRODUCT ATTRIBUTES AND OPTIONALLY WITH CUSTOMER DATA PURCHASES	US14/701067	4/30/2015	Pending		
NATURAL LANGUAGE SEARCH FOR AUDIENCE	US11/972591	1/10/2008	Issued	US8024323	9/20/2011
NATURAL LANGUAGE SEARCH FOR AUDIENCE	US12/410418	3/24/2009	Issued	US8380745	2/19/2013
EVALUATING ADVERTISING STRATEGIES BY SIMULATING THEIR APPLICATION	US11/236319	9/27/2005	Issued	US8645198	2/4/2014
EVALUATING ADVERTISING STRATEGIES BY SIMULATING THEIR APPLICATION	US14/172743	2/4/2014	Pending		
DEFINING ONE OR MORE USED SEGMENTS BASED UPON EXTENT OF COMPLETION OF A PROCESS	US12/883089	9/15/2010	Issued	US8330759	12/11/2012
PER-USER AUDIENCE AUCTIONS	US14/714075	5/15/2015	Pending		
AUDIENCE TARGETING BASED ON MEDIA SEQUENCE PLAYBACK INFORMATION	US14/819331	8/5/2015	Pending		
USER TRACKING WITHOUT UNIQUE USER IDENTIFIERS	US10/830870	4/23/2004	Issued	US8131837	3/6/2012
USER TRACKING WITHOUT UNIQUE USER IDENTIFIERS	US13/344555	1/5/2012	Issued	US8549141	10/1/2013
MARKETING RESPONSE OPTIMIZATION THROUGH BEHAVIORAL TARGETING	US13/610644	9/11/2012	Pending		
SELECTING AN ADVERTISING MESSAGE FOR PRESENTATION ON A PAGE OF A PUBLISHER WEB SITE BASED UPON BOTH USER HISTORY AND PAGE CONTEXT	US11/087378	3/22/2005	Issued	US7747676	6/29/2010
SELECTING AN ADVERTISING MESSAGE FOR PRESENTATION ON A PAGE OF A PUBLISHER WEB SITE BASED UPON BOTH USER HISTORY AND PAGE CONTEXT	US12/782586	5/18/2010	Issued	US7882175	2/1/2011
SELECTING AN ADVERTISING MESSAGE FOR PRESENTATION ON A PAGE OF A PUBLISHER WEB SITE BASED UPON BOTH USER HISTORY AND PAGE CONTEXT	US12/976973	12/22/2010	Issued	US8082298	12/20/2011


REPRESENTING USER BEHAVIOR INFORMATION	US11/294756	12/6/2005	Issued	US7809752	10/5/2010
REPRESENTING USER BEHAVIOR INFORMATION	US13/541660	7/3/2012	Issued	US8775471	7/8/2014
REPRESENTING USER BEHAVIOR INFORMATION	US14/852,250	9/11/2015	Pending		
USER SEGMENT POPULATION TECHNIQUES	US11/294750	12/6/2005	Issued	US7676467	3/9/2010
USER SEGMENT POPULATION TECHNIQUES	US12/640900	12/17/2009	Issued	US8117202	2/14/2012
SYNDICATION OF BEHAVIORAL SEGMENTS FOR ADVERTISING	US14/627826	2/20/2015	Pending		
DYNAMICALLY GENERATING DEMOGRAPHIC INFORMATION FOR AN ARBITRARY SEGMENT OF USERS	US14/613213	2/3/2015	Pending		
REAL-TIME TARGETING OF ADVERTISING	US13/888271	5/6/2013	Pending		
QUERY EXPANSION	US12/171092	7/10/2008	Issued	US8024341	9/20/2011
QUERY EXPANSION	US13/210328	8/15/2011	Issued	US8548999	10/1/2013
DELIVERING ADVERTISING MESSAGES IN A CAMPAIGN IN ACCORDANCE WITH A TARGET FREQUENCY OR FREQUENCY RANGE	US14/581910	12/23/2014	Pending		

SCHEDULE C


Trademarks

REGISTERED

Mark	Country	Reg./Ser. No.	Reg./Filed
AUDIENCESCIENCE	US	4,015,747	23 Aug 2011
	Madrid Protocol (EU, JP)	1,081,762	1 Feb 2011
	CA	TMA863,850	29 Oct 2013
AUDIENCE SCIENCE	US	3,868,059	26 Oct 2010
	Madrid Protocol (EU, JP)	1,001,720	16 Apr 2009
	CA	TMA830,445	23 Aug 2012
 AudienceScience	US	3,773,158	6 Apr 2010
	Madrid Protocol (EU, JP)	1,012,573	13 Aug 2009
	CA	TMA830,159	21 Aug 2012
	US	3,773,157	6 Apr 2010
	Madrid Protocol (EU, JP)	1,012,181	13 Aug 2009
	CA	TMA830,126	21 Aug 2012
AUDIENCESCIENCE CONNECT	US	85/144,753	4 Oct 2010
	Madrid Protocol (EU)	1,082,007	4 Oct 2010
	JP (MP)	1,082,007	4 Oct 2010
	CA	1,501,074	25 Oct 2010

Mark	Country	Reg./Ser. No.	Reg./Filed
DELIVER THE AUDIENCE. DRIVE THE REVENUE.	US	3,013,930	8 Nov 2005
	EU (CTM)	3,720,919	18 Oct 2005
	CA	TMA670,170	17 Aug 2006
AUDIENCE GATEWAY	Madrid Protocol (EU, JP)	1,055,188	21 May 2010
	CA	1,482,043	20 May 2010
	US	3,116,103	18 Jul 2006
	US	3,116,104	18 Jul 2006
BEHAVIORAL SYNDICATION	US	3,319,619	23 Oct 2007
	Madrid Protocol (EU)	864,699	14 Apr 2005
	CA	TMA739,655	7 May 2009
REVENUE SCIENCE	EU (CTM)	3,536,216	14 Apr 2005
	CA	TMA690,016	15 Jun 2007

PENDING

Mark	Country	Serial No.	Filed
HELIOS _____ AUDIENCESCIENCE HELIOS HELIOSYS	US	—	—
	US	—	—