OP \$40.00 86165291

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM367661

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AdMobius, Inc.		12/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	8020 Towers Crescent Drive
Internal Address:	Suite 475
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86165291	ADMOBIUS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160454
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	12/31/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 31, 2015, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 8020 Towers Crescent Drive, Suite 475, Vienna, Virginia 22182 ("Bank") and ADMOBIUS, INC., a Delaware corporation with its principal place of business located at 181 2nd Ave. Suite 300, San Mateo, California 94401 ("Grantor").

RECITALS

- Α. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Loan and Security Agreement by and between Bank and LOTAME SOLUTIONS, INC., a Delaware corporation ("Lotame") dated as of January 31, 2013, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Lotame dated as of March 26, 2013, as amended by that certain Default Waiver and Second Amendment to Loan and Security Agreement by and between Bank and Lotame dated as of January 30, 2014, as amended by that certain Default Waiver and Third Amendment to Loan and Security Agreement by and between Bank and Lotame dated as of April 1, 2014, but effective as of March 31, 2014, as amended by that certain Default Waiver and Fourth Amendment to Loan and Security Agreement by and between Bank and Lotame dated as of June 4, 2014, but effective as of April 30, 2014, as amended by that certain Additional Borrower Joinder Supplement by and among Bank, Grantor, and Lotame dated as of June 4, 2014, as amended by that certain Fifth Amendment to Loan and Security Agreement by and among Bank, Grantor and Lotame dated as of September 23, 2015, and as further amended by that certain Sixth Amendment to Loan and Security Agreement by and among Bank, Grantor and Lotame dated as of even date hereof and (b) that certain Mezzanine Loan and Security Agreement by and among Bank, Grantor and Lotame dated as of even date hereof (collectively, and as each 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure Grantor's obligations to Bank, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use, in each case, to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.
- 3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.
- 4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[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:
ADMOBIUS, INC.
I SCOUL
By: Andrew Monfried
By: Andrew Monfried
Title: President
BANK:
SILICON VALLEY BANK
By:
most .

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;
ADMOBIUS, INC.
Ву:
Title:
-
BANK:
SILICON VALLEY BANK
Ву:
Patrick O. Scheper
Title: /// President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Application No.	Title	Filing Date	Country	Status	Details
61/192,532	Systems and Methods for Measuring Success and Effectiveness of an Advertisement and its Associated Campaign in Social-Networking and Other Web 2.0 Websites and Applications	September 19, 2008	United States	Abandoned	
PCT/US2014/72488	Cookieless Management Translation and Resolving of Multiple Device Identities For Multiple Networks	December 29, 2014	PCT	Published	National Phase 30 month is 6/30/2016 31 month is 7/30/2016
PCT/US2014/035110	Automatically Determining Relationships Between Mobile Devices	April 23, 2014	PCT	Expired	
13/886,187	Automatically Determining Relationships Between Mobile Devices	May 2, 2013	United States	Published	Office Action Due 12/21/2015
14/144,351	Cookieless Management Translation and Resolving of Multiple Device Identities For Multiple Networks	December 30, 2013	United States	Published	Non-Final Office Action response filed 10/8/2015

EXHIBIT C

Trademarks

Mark Status/ Sub Status/ ADMOBIUS (and design) Allowed Allowed	States of America	Country)
Serial No Reg. No. Owner Class/I Reg. Date Reg. Date AdMobius, Inc. 09 Jan 14, 2014	AdMobius	Mark	THE CONTRACTOR OF THE CONTRACT
Reg. No. Owner Class/I AdMobius, Inc. 09		Status/ Sub Status	?
Owner Class/I AdMobius, Inc. 09	Jan 14, 2014	Serial No Filing Date)
Class/I s, Inc. 09		Reg. No. Reg. Date	:
Ad server, namely, a computer server for storing advertisements and delivering advertisements to websites; Computer application software for mobile phones, namely, software for identifying characteristics of mobile phone users and owners based on non-personally identifiable information; Computer application software for computers and mobile devices, namely, software for generating segmentation schemes and characteristics of the owner of the digital device, in particular identifying, managing, segmenting, analyzing and targeting the owner of the digital device with personalized advertisements; Computer software for providing an on-line database in the field of transaction processing to upload transactional data, provide statistical analysis, and produce notifications and reports; Computer software for the field of warehousing and distribution, to manage transactional data, provide statistical analysis, and produce notifications and reports; Computer software for collecting, standardizing, segmenting, analyzing digital data transmitted by mobile devices, sensors, and desktop computers and generating discrete information and segmentation about the consumer who emits these data; Computer software that provides real-time, integrated business management intelligence by combining information from various databases and presenting it in an easy-to-understand user interface.		Owner	•
Ad server, namely, a computer server for storing advertisements and belivering advertisements to websites; Computer application software for mobile phones, namely, software for identifying characteristics of mobile or more intermediately. Computer application software for computers and owners based on non-personally identifiable information; Computer application software for computers and mobile bevices, namely, software for generating segmentation schemes and haracteristics of the owner of the digital device, in particular identifying, nanaging, segmenting, analyzing and targeting the owner of the digital device with personalized advertisements; Computer software for providing an on-line data, provide statistical analysis, and produce notifications and reports; Computer software for the field of warehousing and distribution, to manage transactional data, provide statistical analysis, and produce notifications and reports; Computer software for ollecting, standardizing, segmenting, analyzing digital data transmitted by mobile devices, sensors, and desktop computers and generating discrete information and segmentation about the consumer who emits these data; Computer software platforms for collecting, standardizing, segmenting, analyzing digital data transmitted by mobile devices, sensors, and desktop computers and generating discrete information and segmentation about the consumer who emits these data; Computer software that provides real-time, integrated business management melligence by combining information from various databases and presenting it in an easy-to-understand user interface.		Class/I	:
TRADEMARK	ile lile lile lile lile lile lile lile	Description	n a ann a ann ann ann ann an an an an an

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EXHIBIT D

Mask Works

None.

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RECORDED: 12/31/2015