

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visible Measures Corp.		06/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	2100 Park Place, Suite 150		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4785766	NATIVE SELECT	
Registration Number:	4742198	V FABRIC	
Registration Number:	4737850	V FABRIC VISIBLE MEASURES	
Registration Number:	4726520	FABRIC	
Registration Number:	4655845	V	
Registration Number:	4556028	VIEWABLE MEDIA	
Registration Number:	4782142	EARNED MEDIA POTENTIAL	
Registration Number:	4675606	CHOICE-BASED MEDIA	
Registration Number:	4119781	THE VIDEO AD NETWORK OF CHOICE FOR ADVER	
Registration Number:	4119780	EARNED MEDIA NETWORK	
Registration Number:	4478440	VIEWABLE MEDIA	
Registration Number:	4219662	EARNED MEDIA ATTRIBUTION	
Registration Number:	4158367	SHARE OF CHOICE	
Registration Number:	3777533	VISIBLE MEASURES	
Registration Number:	4060318	VIRAL REACH DATABASE	
Registration Number:	4125743	VISIBLECAMPAIGN	
Registration Number:	3493442	VISIBLE MEASURES	
Registration Number:	4002641	INTERNET VIDEO AUTHORITY	
Registration Number:	4060317	TRUE REACH	

CH \$865.00 4785766

Property Type	Number	Word Mark
Registration Number:	4125742	VISIBLESUITE
Serial Number:	86283655	V VISIBLE MEASURES VMX
Serial Number:	86283645	V VISIBLE MEASURES VMX
Serial Number:	86283665	V FABRIC VISIBLE MEASURES
Serial Number:	86283629	VISIBLE MEASURES VMX
Serial Number:	86283672	V FABRIC
Serial Number:	86283660	V VISIBLE MEASURES VMX
Serial Number:	86283649	V VISIBLE MEASURES VMX
Serial Number:	86283637	VISIBLE MEASURES VMX
Serial Number:	86376740	VIDMETER
Serial Number:	86456093	NATIVE SELECT
Serial Number:	86442318	VIEWABILITY
Serial Number:	86499468	SHARE OF ATTENTION
Serial Number:	86499466	SHARE OF ATTENTION
Serial Number:	86155078	VTV

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 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

NAME OF SUBMITTER: Troy Zander

SIGNATURE: /s/ Troy Zander

DATE SIGNED: 06/30/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2016, by and between CITY NATIONAL BANK ("Bank") and VISIBLE MEASURES CORP., a Delaware corporation ("Grantor").

RECITALS

A. 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 that certain Loan and Security Agreement dated as of November 29, 2013 by and between Grantor and Bank (as amended, modified, supplemented or restated 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 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 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

VISIBLE MEASURES CORP.
143 South Street
Boston, MA 02111
Attn: President
FAX: (617) 830-0011

VISIBLE MEASURES CORP.,
a Delaware corporation

By: 

Name: Brian Shin

Title: CEO

Address of Bank:

CITY NATIONAL BANK
245 Lytton Avenue, Suite 175
Palo Alto, CA 94301
Attn: Rod Werner, Managing Director
email: rod.werner@cnb.com

BANK:

CITY NATIONAL BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

VISIBLE MEASURES CORP.
143 South Street
Boston, MA 02111
Attn: President
FAX: (617) 830-0011

VISIBLE MEASURES CORP.,
a Delaware corporation

By: _____

Name: _____

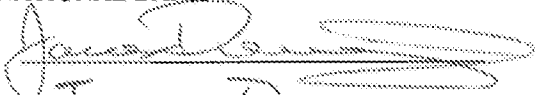
Title: _____

BANK:

Address of Bank:

CITY NATIONAL BANK
245 Lytton Avenue, Suite 175
Palo Alto, CA 94301
Attn: Rod Werner, Managing Director
email: rod.werner@cnb.com

CITY NATIONAL BANK

By:  _____

Name: JAMES DENNY

Title: SVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Distributed capture and aggregation of dynamic application usage information	7356590	4/8/08
Receiving and processing log files generated by instrumented applications in an internet-accessible hosted environment	8135827	3/13/12
Remote invocation mechanism for logging	8495204	7/23/13
Method and system for determining viewing time of an online video	7930391	4/19/11
Method and system for internet video and rich media behavioral measurement	8745647	6/3/14
Identification of user segments based on video viewership activity and analysis	9148706	9/29/15
Distributed capture and aggregation of dynamic application usage information	8626908	1/7/14
In-stream video advertising using a user-choice-based ad unit	13947682	7/22/13

Foreign Patents

1. Japanese Patent Application 2008-521441, based on PCT/US06/26337, titled, "Distributed capture and aggregation of dynamic application usage information," status – granted as Japanese Registration No. 5354776; Legal Life: July 12, 2025.
2. Korea Patent Application No. 10-2008-7003403, based on PCT/US06/26337, entry February 12, 2008, titled "Distributed capture and aggregation of dynamic application usage information," status – granted, August 20, 2013, as Korea Patent No. 10-1300360; Legal Life: July 12, 2025
3. China Patent Application No. Patent No. ZL 200680033282.9, based on PCT/US06/26337, entry February 12, 2008, titled, "Distributed capture and aggregation of dynamic application usage information," status – granted; Legal Life: July 12, 2025

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Application/ Registration File Date</u>
V VISIBLE MEASURES VMX	86283655	5/16/14
V VISIBLE MEASURES VMX	86283645	5/16/14
V FABRIC VISIBLE MEASURES	86283665	5/16/14
VISIBLE MEASURES VMX	86283629	5/16/14
V FABRIC	86283672	5/16/14
V VISIBLE MEASURES VMX	86283660	5/16/14
V VISIBLE MEASURES VMX	86283649	5/16/14
VISIBLE MEASURES VMX	86283637	5/16/14
VIDMETER	86376740	8/26/14
NATIVE SELECT	86456093	11/17/14
VIEWABILITY	86442318	11/2/14
SHARE OF ATTENTION	86499468	1/9/15
SHARE OF ATTENTION	86499466	1/9/15
NATIVE SELECT	4785766	8/4/15
V FABRIC	4742198	5/26/15
V FABRIC VISIBLE MEASURES	4737850	5/19/15
FABRIC	4726520	4/28/15
V	4655845	12/16/14
VTV	86155078	12/31/13
VIEWABLE MEDIA	4556028	6/24/14
EARNED MEDIA POTENTIAL	4782142	7/28/15
CHOICE-BASED MEDIA	4675606	1/20/15
THE VIDEO AD NETWORK OF CHOICE FOR ADVERTISERS	4119781	3/27/12
EARNED MEDIA NETWORK	4119780	3/27/12

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Application/ Registration File Date</u>
VIEWABLE MEDIA	4478440	2/4/14
EARNED MEDIA ATTRIBUTION	4219662	10/2/12
SHARE OF CHOICE	4158367	6/12/12
VISIBLE MEASURES	3777533	4/20/10
VIRAL REACH DATABASE	4060318	11/22/11
VISIBLECAMPAIGN	4125743	4/10/12
VISIBLE MEASURES	3493442	8/26/08
INTERNET VIDEO AUTHORITY	4002641	7/26/11
TRUE REACH	4060317	11/22/11
VISIBLESUITE	4125742	4/10/12