

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390124

<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>
SMARTERHQ, INC.		06/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK		
<b>Street Address:</b>	2100 Park Place, Suite 150		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86501023	COMPLETE THE CONVERSATION	
<b>Serial Number:</b>	86407327	SMARTERHQ	
<b>Serial Number:</b>	85545864	SMARTER R E M A R K E T E R S	
<b>Serial Number:</b>	86501053		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
	<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>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	07/01/2016		
<b>Total Attachments: 6</b>			
source=IPSA#page1.tif			
source=IPSA#page2.tif			
source=IPSA#page3.tif			

CH \$115.00 86501023

source=IPSA#page4.tif  
source=IPSA#page5.tif  
source=IPSA#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 2016, by and between CITY NATIONAL BANK ("Bank") and SMARTERHQ, INC., a Delaware corporation, formerly known as SMARTERREMARKETER, INC. ("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 August 7, 2014 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).

B. Pursuant to the terms of the Loan Agreement, , in consideration for the Loans and to secure the Obligations, 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 the Obligations, 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:

9102 N. Meridian St., Suite 415  
Indianapolis, IN 46260  
Attn: Chief Financial Officer  
FAX: 317-663-1031

SMARTERHQ, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Michael Osborne

CEO + President

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](mailto:rod.werner@cnb.com)

CITY NATIONAL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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:

9102 N. Meridian St., Suite 415  
Indianapolis, IN 46260  
Attn: Chief Financial Officer  
FAX: 317-663-1031

SMARTERHQ, INC.,  
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](mailto:rod.werner@cnb.com)

CITY NATIONAL BANK

By:  \_\_\_\_\_

Name: JAMES DEMOY

Title: SVP

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

NONE.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number/ Registration Number</u>	<u>Application/ Registration File Date</u>
Word Mark - "Complete the Conversation"	86501023/ 4838343	1/12/2015 6/9/2015
Work Mark - "SmarterHQ"	86407327/ 4842618	9/26/2014 10/27/2015
Word Mark - "Smarter Remarketers"	85545864/ 4221433	2/17/2012 10/9/2012
Design Mark - SmarterHQ Logo	86501053/ 4838344	1/12/2015 6/9/2015