

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392713

<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>
MADWIRE, LLC		06/27/2016	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4939094	SASH	
<b>Registration Number:</b>	4801398	#1 MARKETING PLATFORM	
<b>Registration Number:</b>	4784512	MARKETING 360	
<b>Registration Number:</b>	4772987	FUEL YOUR BRAND	
<b>Registration Number:</b>	4772078	MADWIRE	
<b>Registration Number:</b>	4771254	TOP RATED NATIONAL	
<b>Registration Number:</b>	4718869	AFP AD FRAUD PROTECTION	
<b>Registration Number:</b>	4707529	TOP RATED LOCAL	
<b>Registration Number:</b>	4690085	RETARGETING ADS	
<b>Registration Number:</b>	4682885	SPEEDY FAST	
<b>Registration Number:</b>	4682870	SPEEDY FAST QUOTE	
<b>Registration Number:</b>	4682832	VIZCLIK	
<b>Registration Number:</b>	4665013	TOP RATED ECOMMERCE	
<b>Registration Number:</b>	4631344	WEBSITES 360	
<b>Registration Number:</b>	4600011	LLA LOCAL LISTING ADS	
<b>Registration Number:</b>	4595855	TOP RATED NATIONAL	
<b>Registration Number:</b>	4595687	CTC MY CLICK-TO-CALLS	
<b>Registration Number:</b>	4595686	MY CLICK-TO-CALLS	
<b>Registration Number:</b>	4595679	LLA	
<b>TRADEMARK</b>			

CH \$1190.00 4939094

Property Type	Number	Word Mark
Registration Number:	4571068	MADWIRE
Registration Number:	4566830	MADWIRE
Registration Number:	4549497	TOP RATED NATIONAL
Registration Number:	4514075	MAD 360 <sup>o</sup>
Registration Number:	4497941	TPA
Registration Number:	4536439	NLA
Registration Number:	4532542	NLA NATURAL LISTING ADS
Registration Number:	4532541	NATURAL LISTING ADS
Registration Number:	4536436	TPA TOP PLACEMENT ADS
Registration Number:	4532539	RET
Registration Number:	4536434	VISIBILITY CLICKABILITY CONVERTIBILITY
Registration Number:	4536433	RET RETARGETING ADS
Registration Number:	4459243	MARKETING 360
Registration Number:	4598488	UXI CONVERT INTELLIGENTLY
Registration Number:	4578693	WE LOVE MAD
Registration Number:	4423388	TOP RATED LOCAL
Registration Number:	4508150	CONVERT INTELLIGENTLY
Registration Number:	4470840	UXI
Registration Number:	4469500	MAD 360 <sup>o</sup>
Registration Number:	4299589	TOP PLACEMENT ADS
Registration Number:	4975071	SOFTWARE AND SERVICE HYBRID
Serial Number:	86877310	CRM CONTACT RELATIONSHIP MGMT.
Serial Number:	86877259	#1 CRM SOFTWARE
Serial Number:	86877365	BOOTSTRAPPED
Serial Number:	86877350	INTELLIGENT CONTENT
Serial Number:	86877265	MARKETING 360 CRM
Serial Number:	87066442	#1 WEBSITE PLATFORM
Serial Number:	86224016	OPTIMIZE SCORE

**CORRESPONDENCE DATA**

Fax Number: 2136305788

*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: 213-891-5935

Email: hpanneck@buchalter.com

Correspondent Name: Helen Panneck

Address Line 1: 1000 Wilshire Blvd., Ste. 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 10113-0229

<b>NAME OF SUBMITTER:</b>	Helen Panneck
<b>SIGNATURE:</b>	/Helen Panneck/
<b>DATE SIGNED:</b>	07/26/2016
<b>Total Attachments: 7</b> source=Executed IPSA - Madwire#page1.tif source=Executed IPSA - Madwire#page2.tif source=Executed IPSA - Madwire#page3.tif source=Executed IPSA - Madwire#page4.tif source=Executed IPSA - Madwire#page5.tif source=Executed IPSA - Madwire#page6.tif source=Executed IPSA - Madwire#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 27, 2016, by and between COMERICA BANK ("Bank") and MADWIRE, LLC, a Colorado limited liability company ("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 by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement).

B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (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.

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.

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.

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.

Address of Grantor:

3420 E. Harmony Boulevard  
Fort Collins, CO 80528  
Attn: CEO  
FAX: (970) 663-1767

GRANTOR:

**MADWIRE, LLC,**  
a Colorado limited liability company

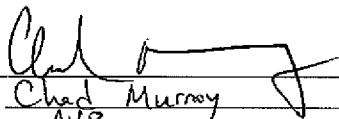
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

**COMERICA BANK**

By:   
Name: Chad Murray  
Title: AVP

With a copy to:

Comerica Bank  
Technology & Life Sciences Division  
1201 East Beltline Road, Suite 150  
Richardson, TX 75081 – MC 6564  
Attn: Chad Murray  
FAX: (469) 330-3921

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.

Address of Grantor:

3420 E. Harmony Boulevard  
Fort Collins, CO 80528  
Attn: CEO  
FAX: (970) 663-1767

GRANTOR:

**MADWIRE, LLC,**  
a Colorado limited liability company

By: Joseph Hellogg  
Name: Joseph Hellogg  
Title: CEO

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

**COMERICA BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

With a copy to:

Comerica Bank  
Technology & Life Sciences Division  
1201 East Beltline Road, Suite 150  
Richardson, TX 75081 – MC 6564  
Attn: Chad Murray  
FAX: (469) 330-3921

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1	Natural Listing Ads	VA 1-907-610	3/17/2014
2	Retargeting Ads	VA 1-907-613	3/17/2014
3	Top Placement Ads	VA 1-907-609	3/17/2014
4	Local Listing Ads	VA 1-907-611	3/17/2014
5	ChiropracticMarketing360.com	VA 1-924-491	8/13/2014
6	HVACMarketing360.com	VA 1-923-933	8/13/2014
7	eCommerceMarketing360.com	VA 1-924-212	8/13/2014
8	BusinessWebsites360.com	VA 1-923-942	8/13/2014
9	BigCommerceMarketing360.com	VA 1-937-340	8/13/2014
10	Marketing360.com	VA 1-920-430	7/14/2014
11	MyMarketing360	VA 1-920-438	7/14/2014

EXHIBIT B

Patents

None.



## EXHIBIT C

## Trademarks

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1	SASH	4939094	4/19/2016
2	#1 MARKETING PLATFORM	4801398	8/25/2015
3	MARKETING 360	4784512	08/04/2015
4	FUEL YOUR BRAND	4772987	7/14/2015
5	MADWIRE	4772078	7/14/2015
6	TOP RATED NATIONAL	4771254	7/14/2015
7	AFP AD FRAUD PROTECTION	4718869	4/14/2015
8	TOP RATED LOCAL	4707529	03/24/2015
9	RETARGETING ADS	4690085	02/17/2015
10	SPEEDY FAST	4682885	02/03/2015
11	SPEEDY FAST QUOTE	4682870	02/03/2015
12	VIZCLIK	4682832	02/03/2015
13	TOP RATED ECOMMERCE	4665013	12/30/2014
14	WEBSITES 360	4631344	11/04/2014
15	LLA LOCAL LISTING ADS	4600011	09/09/2014
16	TOP RATED NATIONAL	4595855	09/02/2014
17	CTC MY CLICK-TO-CALLS	4595687	09/02/2014
18	MY CLICK-TO-CALLS	4595686	09/02/2014
19	LLA	4595679	09/02/2014
20	MADWIRE	4571068	07/22/2014
21	MADWIRE	4566830	07/15/2014
22	TOP RATED NATIONAL	4549497	07/10/2014
23	MAD 360°	4514075	04/15/2014
24	TPA	4497941	03/18/2014
25	NLA	4536439	05/27/2014
26	NLA NATURAL LISTING ADS	4532542	05/20/2014
27	NATURAL LISTING ADS	4532541	05/20/2014
28	TPA TOP PLACEMENT ADS	4536436	05/27/2014
29	RET	4532539	05/20/2014
30	VISIBILITY CLICKABILITY CONVERTIBILITY	4536434	05/27/2014

31	RET RETARGETING ADS	4536433	05/27/2014
32	MARKETING 360	4459243	12/31/2013
33	UXI CONVERT INTELLIGENTLY	4598488	09/02/2014
34	WE LOVE MAD	4578693	08/05/2014
35	TOP RATED LOCAL	4423388	10/22/2013
36	CONVERT INTELLIGENTLY	4508150	04/01/2014
37	UXI	4470840	01/21/2014
38	MAD 360°	4469500	01/21/2014
39	TOP PLACEMENT ADS	4299589	03/05/2013
40	SOFTWARE AND SERVICE HYBRID	4975071	06/07/2016
TRADEMARK APPLICATIONS			
41	CRM CONTACT RELATIONSHIP MGMT.	86877310	01/15/2016
42	#1 CRM SOFTWARE	86877259	01/15/2016
43	BOOTSTRAPPED	86877365	01/15/2016
44	INTELLIGENT CONTENT	86877350	01/15/2016
45	MARKETING 360 CRM	86877265	01/15/2016
46	#1 WEBSITE PLATFORM	87066442	06/09/2016
47	OPTIMIZE SCORE	86224016	03/18/2014