

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399454

<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>
METAMARKETS GROUP, INC.		09/21/2016	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 Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4655100	METAMARKETS	
<b>Registration Number:</b>	4333992	DRUID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	319000-135 Metamarkets		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	09/22/2016		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 21, 2016 by and between **CITY NATIONAL BANK** (“Bank”) and **METAMARKETS GROUP, INC.**, 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 by and between Bank and Grantor dated as of March 17, 2014, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of April 15, 2015 (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). Bank and Grantor propose to enter into a Second Amendment to Loan and Security Agreement dated as of the date herof, together with various other agreements in connection therewith (collectively, the “Second Amendment Documents”). Bank is willing to enter into the Second Amendment Documents, 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.

**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

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.

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.

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:

625 2<sup>nd</sup> Street #230  
San Francisco, CA 94107

Attn: Mike Driscoll

**METAMARKETS GROUP, INC.**

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

**BANK:**

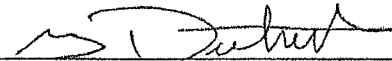
Address of Bank:

245 Lytton Avenue, Suite 175  
Palo Alto, CA 94301

With a copy to:

Legal Department  
Attn: Managing Counsel, Credit Unit  
555 S. Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

**CITY NATIONAL BANK**

By:  \_\_\_\_\_  
Title: Senior Vice President

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:

625 2<sup>nd</sup> Street #230  
San Francisco, CA 94107

Attn: Mike Driscoll

**METAMARKETS GROUP, INC.**

By: Mike Driscoll  
Title: CEO

**BANK:**

Address of Bank:

245 Lytton Avenue, Suite 175  
Palo Alto, CA 94301

With a copy to:

Legal Department  
Attn: Managing Counsel, Credit Unit  
555 S. Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

**CITY NATIONAL BANK**

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

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Facetjs (v.1.0)	TX0008214636	07/15/2016
Metamarkets Explore and Facet (v. 1.0)	TX0008214639	07/15/2016

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue/ Application Date</b>
Advertising futures marketplace methods and systems - <b>ABANDONED</b>	13/452,492	04/20/12
Segment data visibility and management in a distributed database of time stamped records	14/444,888	07/28/14
Suspect anomaly detection and presentation within context	14/480,448	09/08/14
Advertising futures marketplace methods and systems - <b>ABANDONED</b>	12/263,437	10/31/08

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
METAMARKETS SIGMA – <b>ABANDONED</b>	86/623,983	05/08/15
METAMARKETS	4,655,100	12/16/14
DRUID	4,333,992	05/14/13
VISUAL ANALYTICS ENGINE – <b>ABANDONED</b>	85/957,555	06/12/13
STACK IN THE BOX – <b>ABANDONED</b>	85/957,611	06/12/13