

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESONATE NETWORKS, INC.		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT		
Street Address:	5425 WISCONSIN AVENUE		
Internal Address:	SUITE 700		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4404544	S	
Registration Number:	4404365	RESONATE	
Registration Number:	4279448	RESONATE	
Registration Number:	3760240	RESONATE NETWORKS	
Registration Number:	3760233	TARGETING WITH ATTITUDE. ONLINE.	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
Phone:	4048853770		
Email:	andrew.regan@troutmansanders.com		
Correspondent Name:	ANDREW REGAN PHD		
Address Line 1:	600 PEACHTREE ST NE		
Address Line 2:	#5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	038837.000006		
NAME OF SUBMITTER:	ANDREW REGAN PH.D.		
SIGNATURE:	/ANDREW REGAN, PH.D. 66970/		

CH \$140.00 4404544

DATE SIGNED:	06/30/2014
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2014, by and between **COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT**, as investment manager and agent for Lender (as defined in the Credit Agreement) ("**Investment Manager**"), and **RESONATE NETWORKS, INC.** (the "**Borrower**").

RECITALS

WHEREAS, Borrower, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") pursuant to which Lender has agreed to lend to Borrower up to Twenty Million Dollars (\$20,000,000) to be evidenced by Borrower's issuance to Lender of a secured promissory note. As a condition of the loan, Lender required that Borrower grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to Investment Manager a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), 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 (the "IP Collateral"). Notwithstanding the foregoing, in no event shall the IP Collateral include any lease, license, contract, property rights or agreement to which Borrower is a party or any of its rights or interest thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights (or agreements governing such property rights) or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions of any relevant jurisdiction or any other applicable law), provided however that the Collateral shall include and such security interest shall attach, immediately at such time as such restriction

causing such breach, termination or default shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above.

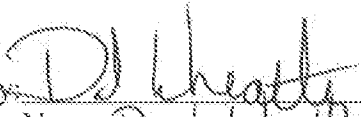
The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security 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 Investment Manager or Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than any that have been abandoned).

[Signature Page to Follow]

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.

RESONATE NETWORKS, INC., as Borrower

By: 
Name: David Wheeler
Title: CFO

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

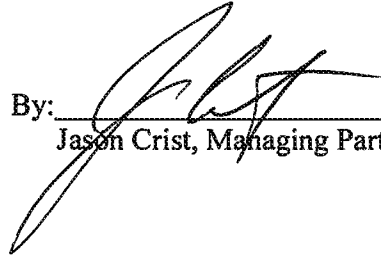
By: _____
Jason Crist, Managing Partner

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.

RESONATE NETWORKS, INC., as Borrower

By: _____
Name:
Title:

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

By:  _____
Jason Crist, Managing Partner

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005311 FRAME: 0816

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE	N/A	N/A

EXHIBIT B

Patents

Description	Application Number (Filing Date)	Registration Number (Registration Date)
Method and apparatus for delivering targeted content to television viewers	US 13365020 (February 2, 2012)	
(Not determined)	US 61509683 (July 20, 2011)	
Method and apparatus for delivering targeted content	US 13348454 (January 11, 2012)	
(Not determined)	US 61507699 (July 14, 2011)	
Method and apparatus for delivering targeted content to website visitors to promote products and brands	US 12942469 (November 9, 2010)	
(Not determined)	US 61238004 (August 28, 2009)	
Method and apparatus for delivering targeted content to website visitors	US 12644892 (December 22, 2009)	

Method and apparatus for delivering targeted content to television viewers	PCT US2012046473 (July 12, 2012)	
Method and apparatus for delivering targeted content	PCT US2012046453 (July 12, 2012)	
Method and apparatus for delivering targeted content to website visitors to promote products and brands	PCT US2010057639 (November 22, 2010)	
Method and apparatus for delivering targeted content to website visitors	PCT US2010046986 (August 27, 2010)	

EXHIBIT C

Trademarks

Description	Serial Number (Filing Date)	Registration Number (Registration Date)
S	US 85686263 (July 25, 2012)	US 4404544 (September 17, 2013)
RESONATE	US 85647212 (June 8, 2012)	US 4404365 (September 17, 2013)
RESONATE	US 85647121 (June 8, 2012)	US 4279448 (January 22, 2013)
RESONATE NETWORKS	US 77726736 (May 1, 2009)	US 3760240 (March 16, 2010)
TARGETING WITH ATTITUDE. ONLINE.	US 77724753 (April 29, 2009)	US 3760233 (March 16, 2010)