

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWIRL NETWORKS, INC.		08/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4564644	SWIRL	
Registration Number:	4568745	SWIRL	
Registration Number:	4277241	SWIRL	
Registration Number:	4682704	SWIRL	
Registration Number:	4646413	SECURECAST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178583 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	08/09/2018		

OP \$140.00 4564644

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 8, 2018, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **SWIRL NETWORKS, INC.**, a Delaware corporation with its principal place of business located at 40 Broad Street, 6th Floor, Boston, Massachusetts 02109 ("**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 September 21, 2012, as amended by a certain First Loan Modification Agreement dated as of February 17, 2015, between Grantor and Bank, as further amended by a certain Second Loan Modification Agreement dated as of May 31, 2017, between Grantor and Bank, as further amended by a certain Third Loan Modification Agreement dated as of January 31, 2018, between Grantor and Bank, as further amended by a certain Fourth Loan Modification Agreement dated as of April 5, 2018 between Grantor and Bank, and as further amended by a certain Fifth Loan Modification Agreement dated as of even date herewith between Grantor and Bank (as the same may be further amended, modified or supplemented 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's Obligations to Bank under the Loan Documents, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof,

whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals, now or hereafter existing, created, acquired or held;

(c) Any and all source code now or hereafter existing, created, acquired or held;

(d) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(f) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(g) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

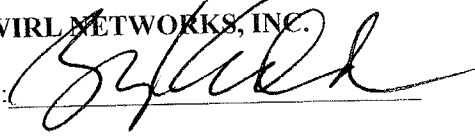
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SWIRL NETWORKS, INC.

By: 

Title: Barry Kallander, President

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SWIRL NETWORKS, INC.

By: ~~Barry Kallander~~

Title: Barry Kallander, President

BANK:

SILICON VALLEY BANK

By: Joseph Harman

Title: Joseph Harman

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Client Ref. No.	Title	App. No.	Filing Date	Patent Number
SWIRL-001PRO	Systems And Methods For Display Of Supplemental Content Responsive To Micro-Location	61/759,641	2/1/2013	
SWIRL-001PCT	Systems And Methods For Display Of Supplemental Content Responsive To Micro-Location	PCT/US2014/014059	1/31/2014	
SWIRL-001CN	Systems And Methods For Display Of Supplemental Content Responsive To Location	201480018022.9	9/24/2015	
SWIRL-001EP	Systems And Methods For Display Of Supplemental Content Responsive To Location	14746451.5	8/28/2015	
SWIRL-001US	Systems And Methods For Display Of Supplemental Content Responsive To Location	14/100,699	12/9/2013	8,781,502

Client Ref. No.	Title	App. No.	Filing Date	Patent Number
SWIRL-002PRO	Systems And Methods For Display Of Supplemental Content Responsive To Micro-Location	61/822,568	5/13/2013	
SWIRL-002US	Systems And Methods For Encrypting Location Broadcasts	14/107,873	12/16/2013	9,715,698

Client Ref. No.	Title	App. No.	Filing Date
SWIRL-003US	Systems And Methods For Encrypting Location Broadcast	14/169,964	1/31/2014
TBD	Systems And Methods For Encrypting Location Broadcast	15/352,404	11/15/2016

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Mark	Juris.	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status	Next Maintenance / Renewal Deadline
SWIRL	US	9	3/28/12	85582930	7/8/14	4564644	Registered	7/8/20
SWIRL	US	35	3/29/12	85583365	7/15/14	4568745	Registered	7/15/20
SWIRL	US	45	3/29/12	85583385	1/15/13	4277241	Registered	1/15/19
SWIRL	US	9, 42	10/4/13	86083092	2/3/15	4682704	Registered	2/3/21
SWIRL	EU	9, 35, 42, 45	9/10/12	011176898	2/5/13	011176898	Registered	9/10/22
SWIRL	EU	9, 38, 42	2/18/14	012608816	7/9/14	012608816	Registered	2/18/24
SWIRL	JP	9, 42	2/19/14	2014-12177	8/15/14	5694982	Registered	8/15/24
SWIRL	KR	9, 42	4/3/14	45-2014-0002564	10/1/15	45-0059384	Registered	10/1/25
SECURECAST	US	9	10/3/13	86081881	11/25/14	4646413	Registered	11/25/20
SECURECAST	EU	9, 38	2/14/14	012602942	7/5/14	012602942	Registered	2/14/24
SECURECAST	JP	9	2/19/14	2014-12178	8/15/14	5694983	Registered	8/15/24
SWx	EU	35, 38, 42	6/9/15	014221899	11/20/15	014221899	Registered	6/9/25
SWx	JP	35, 42	6/9/15	2015-054427	10/16/15	5799965	Registered	10/16/25

EXHIBIT D

Mask Works

NONE