

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCHORFREE INC.		11/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5294805	HOTSPOT SHIELD	
Registration Number:	5294807		
Registration Number:	4225414	ANCHORFREE	
Registration Number:	4892495	BETTERNET	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance- TKF/		
DATE SIGNED:	11/28/2018		
Total Attachments: 10			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 27, 2018 by and between **PACIFIC WESTERN BANK (“Bank”)** and **ANCHORFREE INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 but not otherwise defined herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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 all of its present and future indebtedness, liabilities and 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 (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 (collectively, “Intellectual Property Collateral”).

Notwithstanding the foregoing, the Intellectual Property Collateral shall exclude intent to use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark

Office or otherwise, but only to the extent that granting a security interest in such intent-to-use trademarks would be contrary to applicable law.

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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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:

ANCHORFREE INC.

By 

Name David Gorodyansky

Title Chief Executive Officer

Address of Grantor:

1800 Seaport Boulevard

Redwood City, CA 94063

Bank:

PACIFIC WESTERN BANK

By _____

Name _____

Title _____

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 006489 FRAME: 0517

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:

ANCHORFREE INC.

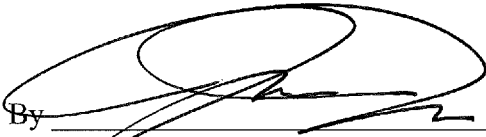
By _____
Name _____
Title _____

Address of Grantor:

1800 Seaport Boulevard
Redwood City, CA 94063

Bank:

PACIFIC WESTERN BANK


By _____
Name James Duncan
Title SVP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B**PATENTS**

Description	Patent OR Application Number	Application OR Filing Date
System And Method For Security And Quality Assessment Of Wireless Access Points	9,686,302	6/20/2017
System And Method For Security And Quality Assessment Of Wireless Access Points	9,763,099	9/12/2017
System And Method For Security And Quality Assessment Of Wireless Access Points	15/597,036	5/16/2017
System And Method For Suppressing DNS Requests	14/606,566	1/27/2015
System And Method For Suppressing DNS Requests	9,819,513	11/14/2017
System And Method For Suppressing DNS Requests	9,602,411	3/21/2017
System And Method For Suppressing DNS Requests	15/426,906	2/7/2017
System And Method For Suppressing DNS Requests	15/620,617	6/12/2017
Secure Personal Server	62/100,788	1/7/2015
Secure Personal Server System and Method	14/676,601	4/1/2015
Secure Personal Server System and Method	9,692,734	6/27/2017
Secure Personal Server System and Method	9,769,126	9/19/2017
System For Securing Connections Between Computer Devices	62/209,776	8/25/2015
Secure Communications with Internet-Enabled Devices	15/040,655	2/10/2016
Secure Communications with Internet-Enabled Devices	15/040,697	2/10/2016
Secure Communications with Internet-Enabled Devices	15/040,762	2/10/2016
System And Method For Improving An Aggregated Throughput of Simultaneous Connections	62/343,697	5/31/2016
System And Method For Improving An Aggregated Throughput of Simultaneous Connections	15/254,583	9/1/2016
System And Method For Improving An Aggregated Throughput of Simultaneous Connections	15/254,732	9/1/2016

Description	Patent OR Application Number	Application OR Filing Date
System And Method For Virtual Multipath Data Transport	62/370,496	8/3/2016
System And Method For Virtual Multipath Data Transport	15/402,024	1/9/2017
System And Method For Virtual Multipath Data Transport	15/402,049	1/9/2017
Local Interception of Remote Forward Proxy	62/593,719	12/1/2017
SYSTEM AND METHOD FOR PROVIDING VIRTUAL PRIVATE NETWORK FOR BUSINESS AND PRIVATE USE	13/602,580	
SYSTEMS AND METHODS FOR ENABLING SECURE COMMUNICATION BETWEEN ENDPOINTS IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK	9,577,995	2/21/2017
EXTENSIBLE PERSONALITY-BASED MESSAGING SYSTEM IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK	9,571,462	2/14/2017
SYSTEMS AND METHODS FOR CONTROLLING ACCESS TO CONTENT IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK	9,286,240	3/15/2016
SYSTEMS AND METHODS FOR DIGITAL RIGHTS MANAGEMENT IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK	13/757,869	
BROWSER PLUGIN IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK	13/757,870	
SYSTEMS AND METHODS FOR DATA STORAGE IN A DISTRIBUTED COMPUTERIZED INFRASTRUCTURE FOR ESTABLISHING A SOCIAL NETWORK	13/757,871	
SYSTEMS AND METHODS FOR DISTRIBUTED SOCIAL NETWORKING	13/757,872	
METHOD AND SYSTEM FOR STATISTICAL ACCESS CONTROL WITH DATA AGGREGATION	13/846,856	3/18/2013
METHOD AND APPARATUS FOR IMPLEMENTING SEARCH ENGINE WITH COST PER ACTION REVENUE MODEL	9,633,360	
SYSTEMS AND METHODS FOR IMPLEMENTING SELF-DESTRUCTING CONTENT LINKS	14/556,091	11/28/2014

Description	Patent OR Application Number	Application OR Filing Date
COMPUTERIZED SYSTEM AND METHOD FOR ADVANCED ADVERTISING	14/253,848	
SYSTEM AND METHOD FOR PEER TO PEER SOCIAL NETWORKING	9,553,926	1/24/2017
DOWNLOADABLE MOBILE KEYBOARD WITH ENHANCED FUNCTIONALITY	14/948,393	11/23/2015
PROTOCOL FOR DATA TRANSFER BETWEEN TWO NODES OF PARTIALLY CONNECTED LIMITED NETWORK	15/219,289	7/26/2016
METHOD AND APPARATUS FOR IMPLEMENTING SEARCH ENGINE WITH COST PER ACTION REVENUE MODEL	7,647,305	1/12/2010
System and method for monetizing internet usage	11/471,247	
SOFTWARE WEB CRAWLER AND METHOD THEREFOR	7,693,872	4/6/2010
System and method for monetizing internet usage	11/594,306	
METHOD AND SYSTEM FOR ADVANCED MESSAGING	9,626,683	4/18/2017
SYSTEM AND METHOD FOR ENABLING WIRELESS INTERNET ACCESS IN PUBLIC AREAS	7,895,297	
COMPUTERIZED NETWORKING DEVICE WITH EMBEDDED ADVANCED CONTENT AND WEB TRAFFIC MONETIZATION FUNCTIONALITY	11/932,979	
ADVERTISING SUPPORTED VPN	12/418,514	4/3/2009
LOCATION-TARGETED ONLINE SERVICES	8,191,117	5/29/2012
METHOD AND APPARATUS FOR USER GENERATED ADVERTISING	12/552,237	9/1/2009
METHOD AND APPARATUS FOR IMPLEMENTING SEARCH ENGINE WITH COST PER ACTION REVENUE MODEL	8,543,561	
COMPUTERIZED SYSTEM AND METHOD FOR ADVANCED ADVERTISING	7,747,619	6/29/2010
SYSTEM AND METHOD FOR USING WEB BROWSER TO DISPLAY ADVERTISING MATERIALS TO USER	8,850,326	9/30/2014
COMPUTERIZED SYSTEM AND METHOD FOR ADVANCED ADVERTISING	8,700,603	
WEB VPN	9,203,810	12/1/2015

Description	Patent OR Application Number	Application OR Filing Date
SYSTEM AND METHOD FOR PRIVATE SOCIAL NETWORKING	9,807,100	10/31/2017
SSL HTTPS BROWSER	9,384,463	7/5/2016
SYSTEM AND METHOD FOR PEER TO PEER SOCIAL NETWORKING	8,799,364	8/5/2014
SYSTEM AND METHOD FOR CREATION OF ADVERTISING SPACE INDEPENDENT FROM WEB SITE DESIGN	13/156,244	6/8/2011
SYSTEM AND METHOD FOR SECURING USER INFORMATION ON SOCIAL NETWORKS	9,160,722	10/13/2015
LOCATION-TARGETED ONLINE SERVICES	8,856,886	
METHOD AND APPARATUS FOR CONTROLLING CONTENT DISPLAY BY THE CURSOR MOTION	6,874,126	3/29/2005

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/Serial/ Application Number</u>	<u>Registration/ Application Date</u>
Hotspot shield	5,294,805	9/26/2017
Hotspot shield (design)	5,294,807	9/26/2017
Anchorfree	4,225,414	10/16/2012
Betternet	4,892,495	1/26/2016