

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535899

<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>
SYNACOR, INC.		08/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5469008		
<b>Registration Number:</b>	5346499	ZIMBRA	
<b>Registration Number:</b>	5108679	SYNACOR	
<b>Registration Number:</b>	5024136	START PLACE	
<b>Registration Number:</b>	4805149	DON'T MISS	
<b>Registration Number:</b>	4345324		
<b>Registration Number:</b>	3845544	GAME SOMNIA	
<b>Registration Number:</b>	3640106	@ THE WATERCOOLER	
<b>Registration Number:</b>	3574172	LEARNING EDGE	
<b>Registration Number:</b>	3483498	TEKNISION	
<b>Registration Number:</b>	3357288	ZIMBRA	
<b>Registration Number:</b>	3031554	TECHNORATI	
<b>Registration Number:</b>	2845578	SYNACOR	
<b>Registration Number:</b>	2811272	SYNACOR	
<b>Registration Number:</b>	4306735	CARBYN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			

CH \$390.00 5469008

**Phone:** 4152687000  
**Email:** ksamia@mofo.com  
**Correspondent Name:** Jennifer Lee Taylor  
**Address Line 1:** 425 Market Street  
**Address Line 2:** c/o Morrison & Foerster LLP  
**Address Line 4:** San Francisco, CALIFORNIA 94105

**ATTORNEY DOCKET NUMBER:** 27292-527

**NAME OF SUBMITTER:** Jennifer Lee Taylor

**SIGNATURE:** /JLT2/

**DATE SIGNED:** 08/08/2019

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 7, 2019 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 SYNACOR, INC., a Delaware corporation with its principal place of business located at 40 La Riviere Drive, Suite 300, Buffalo, New York 14202 ("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 among Bank, Grantor, NTV Internet Holdings, LLC, a Delaware limited liability company, and Sync Holdings, LLC, a Delaware limited liability company, dated as of the date hereof (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 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, 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 any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

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

(j) 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

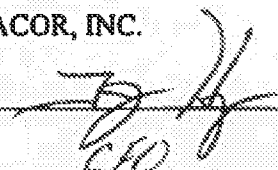
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SYNACOR, INC.

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

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

BANK:

SILICON VALLEY BANK

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

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

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:

SYNACOR, INC.

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

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

BANK:

SILICON VALLEY BANK

By: Michelle Gillypear

Title: VP

EXHIBIT A

Copyrights

NONE.



EXHIBIT B

Patents

U.S. Issued Patents

Patent No.	Title	Issue Date
10055598	CONTENT AND SERVICE AGGREGATION, MANAGEMENT AND PRESENTATION SYSTEM	21-Aug-18
9882945	MEDIA SHARING COMMUNICATIONS SYSTEM	30-Jan-18
9646145	METHOD AND SYSTEM FOR DYNAMICALLY ASSIGNABLE USER INTERFACE	9-May-17
8938543	REMOTE SUBSCRIPTION MANAGEMENT METHOD AND SYSTEM	20-Jan-15
9241021	REMOTE SUBSCRIPTION MANAGEMENT METHOD AND SYSTEM	19-Jan-16
9516077	REMOTE SUBSCRIPTION MANAGEMENT METHOD AND SYSTEM	6-Dec-16
7596571	ECOSYSTEM METHOD OF AGGREGATION AND SEARCH AND RELATED TECHNIQUES	29-Sep-09
8463824	ECOSYSTEM METHOD OF AGGREGATION AND SEARCH AND RELATED TECHNIQUES	11-Jun-13
RE40949	SERVER-SIDE RECYCLE BIN SYSTEM	3-Nov-09
6611836	SERVER-SIDE RECYCLE BIN SYSTEM	26-Aug-03
RE45901	SERVER-SIDE RECYCLE BIN SYSTEM	23-Feb-16
7865504	NATIVE FILE TO SHARED RESOURCE LOCATOR NAMING	4-Jan-11
7664781	FILE OPERATIONS WITH PERSISTENT FILE LOCKING TECHNIQUES	16-Feb-10

**U.S. Issued Patents**

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date</b>
7743039	FILE OPERATIONS WITH MULTIPLE LEVEL FILE LOCKING TECHNIQUES	22-Jun-10
7389349	AN ELECTRONIC MESSAGING SYSTEM FOR ADJUSTING COMPUTER POLLING PERIOD BASED ON USER'S PREDICTED MESSAGING ACTIVITY	17-Jun-08
9628426	INSTANT MESSAGING SYSTEM	18-Apr-17
6594677	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	15-Jul-03
6832366	APPLICATION GENERATOR	14-Dec-04
7912986	SECURE BLOCK READ AND WRITE PROTOCOL FOR REMOTELY STORED FILES	22-Mar-11

**Foreign Issued Patents**

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date</b>	<b>Country</b>
ZL201480023097.6	CONTENT AND SERVICE AGGREGATION, MANAGEMENT AND PRESENTATION SYSTEM	TBD	China
ZL201480023080.0	MEDIA SHARING COMMUNICATIONS SYSTEM	30-Mar-18	China
2860833	METHOD AND SYSTEM FOR DYNAMICALLY ASSIGNABLE USER INTERFACE	29-May-18	Canada
ZL201380007353.8	METHOD AND SYSTEM FOR DYNAMICALLY ASSIGNABLE USER INTERFACE	23-Mar-18	China
2801040	METHOD AND SYSTEM FOR DYNAMICALLY ASSIGNABLE USER INTERFACE	11-Apr-18	France
2801040	METHOD AND SYSTEM FOR DYNAMICALLY ASSIGNABLE USER INTERFACE	11-Apr-18	Germany
2801040	METHOD AND SYSTEM FOR DYNAMICALLY ASSIGNABLE USER INTERFACE	11-Apr-18	United Kingdom

**Foreign Issued Patents**

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date</b>	<b>Country</b>
6328140	METHOD AND SYSTEM FOR CONFIGURING SELECTION OF CONTEXTUAL DASHBOARDS	27-Apr-18	Japan
2432291	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	5-Apr-11	Canada
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Switzerland
ZL01822649.3	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	12-May-10	China
60135776.0	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Germany
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Denmark
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Finland
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	France
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	United Kingdom
1065133	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	17-Dec-10	Hong Kong
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Ireland
PA03005737	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	3-Sep-07	Mexico
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Netherlands
005000	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	28-Oct-04	Russia
1344156	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	10-Sep-08	Sweeden

**U.S. Patent Applications**

<b>Application No.</b>	<b>Title</b>	<b>Filing Date</b>
16207173	METHOD AND SYSTEM FOR TRANSFERABLE CUSTOMIZED CONTEXTUAL USER INTERFACES	2-Dec-18
14760353	METHOD AND SYSTEM FOR CONFIGURING SELECTION OF CONTEXTUAL DASHBOARDS	10-Jul-15

**Foreign Patent Applications**

<b>Application No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Country</b>
2905008	CONTENT AND SERVICE AGGREGATION, MANAGEMENT AND PRESENTATION SYSTEM	12-Mar-14	Canada
2904629	MEDIA SHARING COMMUNICATIONS SYSTEM	12-Mar-14	Canada

Foreign Patent Applications			
Application No.	Title	Filing Date	Country
2884380	METHOD AND SYSTEM FOR TRANSFERABLE CUSTOMIZED CONTEXTUAL USER INTERFACES	9-Sep-13	Canada
201380051381.X	METHOD AND SYSTEM FOR TRANSFERABLE CUSTOMIZED CONTEXTUAL USER INTERFACES	9-Sep-13	China
13834904.8	METHOD AND SYSTEM FOR TRANSFERABLE CUSTOMIZED CONTEXTUAL USER INTERFACES	9-Sep-13	Europe
2898048	METHOD AND SYSTEM FOR CONFIGURING SELECTION OF CONTEXTUAL DASHBOARDS	8-Jan-14	Canada
201480007657.9	METHOD AND SYSTEM FOR CONFIGURING SELECTION OF CONTEXTUAL DASHBOARDS	8-Jan-14	China
14737486.2	METHOD AND SYSTEM FOR CONFIGURING SELECTION OF CONTEXTUAL DASHBOARDS	8-Jan-14	Europe

EXHIBIT C  
Trademarks

Mark	Reg. No.	Serial No.	Reg. Date	Mark Description
ZIMBRA	5469008	87640162	5/15/2018	Type 2 - An illustration drawing without any words/letters/numbers; The mark consists of two overlapping thought clouds with a smiley face in the overlap; Color is not claimed as a feature of the mark; Design Search Code(s): 01.15.06 - Advertising, skywriting, clouds, fog; 01.15.17 - Clouds: thought or speech. Balloons: thought or speech; Thought or speech clouds; 02.11.16 - Faces, smiley, smiley faces
ZIMBRA	5346499	86070339	11/28/2017	Type 4 - Standard character mark with no claim to any particular font style, size, or color
SYNACOR	5108679	87031178	12/27/2016	Type 3 - An illustration drawing which includes word(s)/letter(s)/number(s); The mark consists of a pair of figures with the top figure being identical to the bottom figure except rotated 180 degrees, each figure has an inside edge formed by two perpendicular lines meeting at a corner, the inside edges of the figures disposed next to each other to define a square shaped space between the figures, each of the figures having an outer edge with two straight sections connected by a curved section, the figures terminating with a straight edge and an angled edge at the opposite end, and the word "SYNACOR" to the right of the figures; Color is not claimed as a feature of the mark.
START PLACE	5024136	86791731	8/16/2016	Type 4 - Standard character mark with no claim to any particular font style, size, or color
DON'T MISS	4805149	86310782	9/1/2015	Type 4 - Standard character mark with no claim to any particular font style, size, or color
TECHNORATI	4345324	85594439	6/4/2013	Type 2 - An illustration drawing without any words/letters/numbers; The mark consists of an incomplete square with rounded corners featuring a speech balloon in the upper right hand corner. Color is not claimed as a feature of the mark.
GAME SOMNIA	3845544	77060117	9/7/2010	Type 4 - Standard character mark with no claim to any particular font style, size, or color
@ THE WATERCOOLER	3640106	77070152	6/16/2009	Type 4 - Standard character mark with no claim to any particular font style, size, or color

Mark	Reg. No.	Serial No.	Reg. Date	Mark Description
LEARNING EDGE	3574172	78956327	2/10/2009	Type 4 - Standard character mark with no claim to any particular font style, size, or color
TEKNISION	3483498	77232597	8/12/2008	Type 4 - Standard character mark with no claim to any particular font style, size, or color
ZIMBRA	3357288	78670037	12/18/2007	Type 4 - Standard character mark with no claim to any particular font style, size, or color
TECHNORATI	3031554	78407328	12/20/2005	Type 4 - Standard character mark with no claim to any particular font style, size, or color
SYNACOR	2845578	76340903	5/25/2004	Type: 1; Typeset word/letters/numbers
SYNACOR	2811272	76340902	2/3/2004	Type: 1; Typeset word/letters/numbers
CARBYN	4306735	85624110	3/19/2013	Type 4 - Standard character mark with no claim to any particular font style, size, or color
FOREVER LOGIN	NONE	87885774	4/20/2018 (Serial Date)	Type 4 - Standard character mark with no claim to any particular font style, size, or color

EXHIBIT D

Mask Works

NONE.

ny-1713038