

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADGENESIS HOLDINGS LLC		08/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL, LP		
Street Address:	2 WISCONSIN CIRCLE, SUITE 700		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4694283	ALTITUDE ARENA	
Registration Number:	3949078	ADGENESIS DIGITAL	
Registration Number:	4179892	ME-COMMERCE	
Registration Number:	4109901	BEEZAG	
Registration Number:	4101771	ADGENESIS	
Registration Number:	4142305	BEEZAG	
Registration Number:	4754025	GENESIS MEDIA	
Registration Number:	4661328	CONTENT UNLOCK	
Registration Number:	5144480	GENESISMEDIA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 4694283

ATTORNEY DOCKET NUMBER:	F172065
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	08/15/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **August 1, 2017** by and between **MULTIPLIER CAPITAL, LP** ("Multiplier") and **ADGENESIS HOLDINGS LLC**, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated August 1, 2017 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the

maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[signatures on next page]

Address of Grantor:

1037 Broadway, Unit B
Denver, Colorado 80203

ADGENESIS HOLDINGS LLC

By 
Name: Mark Yackanich,
Title: Chief Executive Officer

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By 
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Company owns a registered trademark as follows: U.S. Trademark – “ALTITUDE ARENA”.	4694283	03/03/15
AdGenesis Digital	3949078	04/19/11
Me-commerce	4179892	07/24/12
Beezag logo	4109901	03/06/12
Adgenesis	4101771	02/21/12
Beezag (word mark)	4142305	05/15/12
Genesis Media	4754025	06/16/15
Content Unlock	4661328	12/23/14
GenesisMedia	5144480	02/21/17

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Multimedia Content Viewing Confirmation	8,561,097	10/15/13
View Confirmation For On-demand Multimedia Content	8,484,563	07/09/13
Virtual Community For Incentivized Viewing Of Multimedia Content	8,499,241	07/30/13
View Confirmation Using A Challenge	8,589,794	11/19/13
Multimedia Content Viewing Confirmation	8,607,143	12/10/13
Networked Profiling And Multimedia Content Targeting System	8,850,328	09/30/14
Virtual Community For Incentivized Viewing Of Multimedia Content	9,015,589	04/21/15
Networked Profiling And Multimedia Content Targeting System	14/462,563	08/19/14
Controlled Grant Of Access To Media Content	14/069,810	11/01/13
Content Appeal Ranking	14/568,990	12/12/14
Digital Content Implicit Characteristic Determination	14/854,461	09/15/15
Digital Content generation based on content viewability forecasting	15/055,177	02/26/16
Digital Content generation based on content viewability forecasting	62/256,957	11/18/15
Systems And Methods For Content Delivery Utilizing Value-Based Optimization	62/394,517	09/12/16
An Audiovisual Material Supply System And Method	61/094,094	09/04/08
An Audio Visual Matter Supply System And Method	61/108,071	10/24/08
An Audiovisual Material	61/117,668	11/25/08

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Supply System And Method		
An Audio Visual Material Supply System And Method	61/162,393	03/23/09
View Confirmation For On-Demand Multimedia Content	61/221,024	06/26/09
Virtual Community For Incentivized Viewing Of Multimedia Content	61/223,010	07/03/09
Controlled Distribution Of Multimedia Content	61/227,787	07/23/09
Location Aware Targeted Multimedia Content Delivery	61/227,420	07/21/09
Targeting Multimedia Content based on Marketing Data	61/228,974	07/28/09
On Demand Delivery Of Tagged Multimedia Content	61/232,797	08/11/09
Marketing By Distribution Of Multimedia Content	61/228,981	07/28/09
Dynamic Taxonomization Based Multimedia Targeting System	61/292,482	01/05/10
Selective Distribution Of Rewards	61/374,265	08/17/10
Networked Profiling And Multimedia Content Targeting System	61/454,587	03/21/11
Unlocking Of Locked Multimedia Content	61/721,627	11/02/12

The Company receives a license to use certain proprietary information of others in a majority of its insertion orders and other agreements. The license is limited solely to the services provided by the Company under each agreement.

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
No copyrights owned or registered by the Company.		

The Company receives a license to use certain proprietary information of others in a majority of its insertion orders and other agreements. The license is limited solely to the services provided by the Company under each agreement.