

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Posse, Inc.		07/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Ave, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3883874	MOBILE POWERED BY POSSE	
Registration Number:	3906811	MOBICRM	
Registration Number:	4372800	MOBICRM	
Registration Number:	3606473	MOBILE POSSE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	07/19/2019		
Total Attachments: 5			
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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of July 19, 2019, by and between **MOBILE POSSE, INC.**, a Delaware corporation (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, as the lender (in such capacity, together with its successors and assigns, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, ACME Mobile, LLC, a Delaware limited liability company, as a guarantor, the Lender, and the other Loan Parties from time to time party thereto, the Lender has agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Lender with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Lender to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and intellectual property licenses with respect to Trademarks to which it is a party including those referred to on Schedule I attached hereto;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each intellectual property license with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantor hereby authorizes the Lender unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. **COUNTERPARTS.** This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of this Confirmatory Grant by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Confirmatory Grant. This Confirmatory Grant is a Loan Document.

7. **CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Ting Ting Liu
Title: Authorized Signatory

SCHEDULE I
to
CONFIRMATORY GRANT
TRADEMARKS

Mark/App./Reg. No.	Status/Key Dates	Classes/Goods/Services
MOBILE POWERED BY POSSE and Design RN: 3883874 SN: 77795933	Registered First Use: October 7, 2010 Filed: August 3, 2009 Registered: November 30, 2010	(Int'l Class: 09) software for use in providing advertising and electronic content via mobile devices (Int'l Class: 35) advertising services, namely, advertising via mobile devices
MOBICRM RN: 3906811 SN: 77978692	Registered First Use: November 10, 2009 Filed: November 4, 2009 Registered: January 18, 2011	(Int'l Class: 35) providing customer relationship management (crm) services by using mobile devices to communicate with customers regarding various matters
MOBICRM RN: 4372800 SN: 77865164	Registered First Use: February 8, 2012 Filed: November 4, 2009 Registered: July 23, 2013	(Int'l Class: 09) software for use in providing customer relationship management (crm) services via mobile devices
MOBILE POSSE RN: 3606473 SN: 77071024	Registered First Use: March, 2007 Filed: December 24, 2006 Registered: April 14, 2009 Sec. 8 & 15: April 25, 2015	(Int'l Class: 09) software for use in providing advertising and electronic content via mobile devices (Int'l Class: 35) advertising services, namely, advertising via mobile devices

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