

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADWIRE, LLC		07/30/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King S. West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	88322268	TOP RATED LOCAL	
Serial Number:	88303029	TOP PLACEMENT ADS	
Registration Number:	4801398	#1 MARKETING PLATFORM	
Registration Number:	5088720	#1 WEBSITE PLATFORM	
Registration Number:	4690085	RETARGETING ADS	
Registration Number:	4939094	SASH	
Registration Number:	4975071	SOFTWARE AND SERVICE HYBRID	
Registration Number:	4299589	TOP PLACEMENT ADS	
Registration Number:	4665013	TOP RATED ECOMMERCE	
Registration Number:	4423388	TOP RATED LOCAL	
Registration Number:	4549497	TOP RATED NATIONAL	
Registration Number:	4718869	AFP AD FRAUD PROTECTION	
Registration Number:	4508150	CONVERT INTELLIGENTLY	
Registration Number:	4595687	CTC MY CLICK-TO-CALLS	
Registration Number:	4772987	FUEL YOUR BRAND	
Registration Number:	4595679	LLA	
Registration Number:	4600011	LLA LOCAL LISTING ADS	
Registration Number:	4514075	MAD 360°	
Registration Number:	4469500	MAD 360°	
TRADEMARK			

CH \$1090.00 88322268

Property Type	Number	Word Mark
Registration Number:	4772078	MADWIRE
Registration Number:	4566830	MADWIRE
Registration Number:	4571068	MADWIRE
Registration Number:	4784512	MARKETING 360
Registration Number:	4459243	MARKETING 360
Registration Number:	4595686	MY CLICK-TO-CALLS
Registration Number:	4532541	NATURAL LISTING ADS
Registration Number:	4536439	NLA
Registration Number:	4532542	NLA NATURAL LISTING ADS
Registration Number:	4532539	RET
Registration Number:	4536433	RET RETARGETING ADS
Registration Number:	4682885	SPEEDY FAST
Registration Number:	4682870	SPEEDY FAST QUOTE
Registration Number:	4707529	TOP RATED LOCAL
Registration Number:	4771254	TOP RATED NATIONAL
Registration Number:	4595855	TOP RATED NATIONAL
Registration Number:	4497941	TPA
Registration Number:	4536436	TPA TOP PLACEMENT ADS
Registration Number:	4470840	UXI
Registration Number:	4598488	UXI CONVERT INTELLIGENTLY
Registration Number:	4536434	VISIBILITY CLICKABILITY CONVERTIBILITY
Registration Number:	4578693	WE LOVE MAD
Registration Number:	4631344	WEBSITES 360
Registration Number:	4682832	VIZCLIK

CORRESPONDENCE DATA

Fax Number: 4156932222

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.

Phone: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 313569-152

NAME OF SUBMITTER: C. Rhem

SIGNATURE: /CR/

DATE SIGNED: 07/30/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of July 30, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and MADWIRE, LLC, a Colorado limited liability company (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

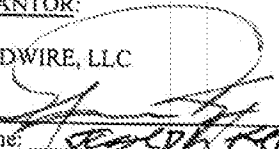
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

3405 Timberline Road
Fort Collins, CO 80525
Attention: General Counsel

GRANTOR:

MADWIRE, LLC

By: 
Name: Ralph Harris
Title: CEO

Address of Bank:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

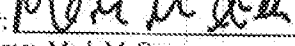
By: 
Name: Mark McQueen
Title: President and Executive Managing Director
CIBC Innovation Banking

EXHIBIT A
COPYRIGHTS

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
Madwire Media, LLC*	Website-Mad-Wire 1 .	VA0002103175	06/21/2013
Madwire Media, LLC*	BigCommerceMarketing360.com.	VA0001937340	08/13/2014
Madwire Media, LLC*	ChiropracticMarketing360.com.	VA0001924491	08/13/2014
Madwire Media, LLC*	ECommerceMarketing360.com.	VA0001924212	08/13/2014
Madwire Media, LLC*	HVACMarketing360.com.	VA0001923933	08/13/2014
Madwire Media, LLC*	BusinessWebsites360.com.	VA0001923942	08/13/2014
Madwire Media, LLC*	My Marketing 360.	VA0001920438	07/14/2014
Madwire Media, LLC*	Marketing360.com.	VA0001920430	07/14/2014
Madwire Media, LLC*	Natural Listing Ads website.	VA0001907610	03/31/2014
Madwire Media, LLC*	Retargeting Ad.	VA0001907613	03/31/2014
Madwire Media, LLC*	Top Placement Ads Website.	VA0001907609	03/31/2014
Madwire Media, LLC*	Local Listing Ads.	VA0001907611	03/31/2014

*Former name

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATI ON/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Madwire, LLC	Top Rated Local	88322268	March 1, 2019
Madwire, LLC	Top Placement Ads	88303029	February 15, 2019
Madwire, LLC	#1 Marketing Platform	4801398	August 25, 2015
Madwire, LLC	#1 Website Platform	5088720	November 22, 2016
Madwire, LLC	Retargeting Ads	4690085	February 17, 2015
Madwire, LLC	Sash	4939094	April 19, 2016
Madwire, LLC	Software And Service Hybrid	4975071	June 7, 2016
Madwire, LLC	Top Placement Ads	4299589	March 5, 2013
Madwire Media, LLC*	Top Rated Ecommerce	4665013*	December 30, 2014
Madwire, LLC	Top Rated Local	4423388	October 22, 2013
Madwire, LLC	Top Rated National	4549497	June 10, 2014
Madwire, LLC	Afp Ad Fraud Protection	4718869	April 14, 2015
Madwire, LLC	Convert Intelligently	4508150	April 1, 2014
Madwire, LLC	Ctc Mv Click-To-Calls	4595687	September 2, 2014
Madwire, LLC	Fuel Your Brand	4772987	July 14, 2015
Madwire, LLC	Lla	4595679	September 2, 2014
Madwire, LLC	Lla Local Listing Ads	4600011	September 2, 2014
Madwire, LLC	Mad 360°	4514075	April 15, 2014
Madwire, LLC	Mad 360°	4469500	January 21, 2014
Madwire, LLC	Madwire	4772078	July 14, 2015
Madwire, LLC	Madwire	4566830	July 15, 2014
Madwire, LLC	Madwire	4571068	July 22, 2014
Madwire, LLC	Marketing 360	4784512	August 4, 2015
Madwire, LLC	Marketing 360	4459243	December 31, 2013
Madwire, LLC	My Click-To-Calls	4595686	September 2, 2014
Madwire, LLC	Natural Listing Ads	4532541	May 20, 2014
Madwire, LLC	Nla	4536439	May 27, 2014
Madwire, LLC	Nla Natural Listing Ads	4532542	May 20, 2014
Madwire, LLC	Ret	4532539	May 20, 2014
Madwire, LLC	Ret Retargeting Ads	4536433	May 27, 2014
Madwire, LLC	Speedy Fast	4682885	February 3, 2015
Madwire, LLC	Speedy Fast Quote	4682870	February 3, 2015
Madwire, LLC	Top Rated Local	4707529	March 24, 2015
Madwire, LLC	Top Rated National	4771254	July 14, 2015
Madwire, LLC	Top Rated National	4595855	September 2, 2014
Madwire, LLC	Tpa	4497941	March 18, 2014
Madwire, LLC	Tpa Top Placement Ads	4536436	May 27, 2014
Madwire, LLC	Uxi	4470840	January 21, 2014
Madwire, LLC	Uxi Convert Intelligently	4598488	September 2, 2014
Madwire, LLC	Visibility Clickability Convertibility	4536434	May 27, 2014

Madwire, LLC	We Love Mad	4578693	August 5, 2014
Madwire, LLC	Websites 360	4631344	November 4, 2014
Madwire, LLC	Vizclik	4682832	February 3, 2015

*Former name