

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM535297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mesmerize Media LLC		08/05/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC Bank USA
<b>Street Address:</b>	70 West Madison Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>Entity Type:</b>	Chartered Bank: ILLINOIS

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2433574	BRITEVISION CAFE NETWORK
Registration Number:	3354963	BRITEVISION
Registration Number:	5529882	BRITEVISION
Registration Number:	3354962	BRITEVISION
Registration Number:	3364491	BRITE MEDIA GROUP
Registration Number:	3503767	MEDIAPROOF
Registration Number:	3430222	CAFE DOMINATION
Registration Number:	4135290	ADVERTICKETS
Registration Number:	3384145	AD SLEEVE
Registration Number:	3367779	GENERICJAVA
Registration Number:	3352286	CAFÉ CANVAS
Registration Number:	3023775	JAVAART
Registration Number:	4291558	EARTHFRIENDS
Registration Number:	3621160	GATEAD
Serial Number:	88277160	MESMERIZE

## CORRESPONDENCE DATA

Fax Number: 6179518736

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

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***using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**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

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	08/05/2019

**Total Attachments: 7**

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## COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of August 5, 2019, is made by and between **MESMERIZE MEDIA LLC**, a Delaware limited liability company ("Company") and **CIBC BANK USA**, as administrative agent for itself and the other Lenders (in such capacity, "Administrative Agent"), each having a business location at the address set forth below next to its signature below.

### RECITALS

A. Company, the Administrative Agent and the Lenders party thereto, among others, are parties to a Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. Company and Administrative Agent, among others, are parties to a Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), dated the same date as of the date hereof.

C. As a condition to extending credit to or for the account of Company, the Administrative Agent and the Lenders have required the execution and delivery of this Agreement by Company.

**ACCORDINGLY**, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Company's right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to, Administrative Agent a security interest (the "Security Interest") with power of sale to the extent

permitted by law, in the Copyrights, in the Patents and in the Trademarks (except as such may be considered Excluded Property but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks is no longer on an "intent to use" basis) to secure payment of the Obligations. As set forth in the Credit Agreement and Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Credit Agreement and Guaranty and Collateral Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

**MESMERIZE MEDIA LLC**  
as Company

By: 

Name: *Gregory Lambert*

Title: *Chief Executive Officer*

[Mesmerize Media ~ Signature Page to IP Agreement]

CIBC BANK USA,  
as Administrative Agent

By:   
Name: Jason Morgan  
Title: Managing Director

## EXHIBIT A

### UNITED STATES ISSUED PATENTS

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Mesmerize Media LLC	D639860	29/301,494	6/14/2011	3/3/2008

### UNITED STATES PATENT APPLICATIONS

None

### FOREIGN ISSUED PATENTS

None

## EXHIBIT B

### UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

#### REGISTRATIONS

Trademark	Filing. Date	Reg. No	Record Owner	Status
BriteVision Café Network	3/21/2000	2433574	Mesmerize Media LLC	Live
BriteVision (logo)	11/21/2006	3354963	Mesmerize Media LLC	Cancelled
BriteVision (logo)	12/28/2017	5529882	Mesmerize Media LLC	Live
BriteVision	11/21/2006	3354962	Mesmerize Media LLC	Live
Brite Media Group	1/19/2007	3364491	Mesmerize Media LLC	Live
MediaProof	7/31/2007	3503767	Mesmerize Media LLC	Cancelled
Café Domination	8/31/2007	3430222	Mesmerize Media LLC	Cancelled
AdverTickets	9/1/2011	4135290	Mesmerize Media LLC	Live
Ad Sleeve (logo)	1/19/2007	3384145	Mesmerize Media LLC	Abandoning
GenericJava	11/21/2006	3367779	Mesmerize Media LLC	Live
Café Canvas	7/14/2006	3352286	Mesmerize Media LLC	Live
JavaArt	12/15/2004	3023775	Mesmerize Media LLC	Live
Earthfriends	5/29/2012	4291558	Mesmerize Media LLC	Live
GateAd	3/31/2008	3621160	Mesmerize Media LLC	Live
Mesmerize	1/25/2019	88277160 (Applicatio n No.)	Mesmerize Media LLC	Live

#### COLLECTIVE MEMBERSHIP MARKS

None

#### UNREGISTERED MARKS

None

### FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

#### REGISTRATIONS

None



**EXHIBIT C**

UNITED STATES ISSUED COPYRIGHTS

None

UNITED STATES COPYRIGHT APPLICATIONS

None

FOREIGN ISSUED COPYRIGHTS

None