

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537007

<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>
PROJECT X MEDIA, INC.	FORMERLY ADstruc, Inc.	08/16/2019	Corporation: DELAWARE
PROJECT X MEDIA HOLDINGS, LLC		08/16/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	300 West Sixth Street		
<b>Internal Address:</b>	Suite 2250		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5432326	PROJECT X	
<b>Registration Number:</b>	5432328		
<b>Registration Number:</b>	3994716	ADSTRUC	
<b>Registration Number:</b>	5437056	ADSTRUC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	3134-2111		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		
<b>SIGNATURE:</b>	/Nancy Graham/		

CH \$115.00 5432326

<b>DATE SIGNED:</b>	08/16/2019
---------------------	------------

**Total Attachments: 8**

- source=03. Intellectual Property Security Agreement - Executed#page1.tif
- source=03. Intellectual Property Security Agreement - Executed#page2.tif
- source=03. Intellectual Property Security Agreement - Executed#page3.tif
- source=03. Intellectual Property Security Agreement - Executed#page4.tif
- source=03. Intellectual Property Security Agreement - Executed#page5.tif
- source=03. Intellectual Property Security Agreement - Executed#page6.tif
- source=03. Intellectual Property Security Agreement - Executed#page7.tif
- source=03. Intellectual Property Security Agreement - Executed#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of August 16, 2019 by and among COMERICA BANK, as lender (in such capacity, the "Lender"), the Borrower (as defined below), and such other entities which from time to time become parties hereto (individually and collectively, including the Borrower, "Grantor").

RECITALS

A. Lender has agreed to continue to make certain advances of money and to extend certain financial accommodation (the "Loans") to Project X Media, Inc. (formerly known as ADstruc, Inc.), a Delaware corporation ("Project X") and Project X Media Holdings, LLC, a Delaware limited liability company ("Holdings" and together with Project X, individually, and collectively, the "Borrower") in the amounts and manner set forth in that certain Credit Agreement by and among Borrower and Lender dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement).

B. Concurrently with the execution of the Credit Agreement, the Grantor has granted liens in its assets to Lender, pursuant to that certain Security Agreement dated as of the date hereof (the "Security Agreement").

C. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender 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 its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Remainder of Page Intentionally Left Blank]

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.

**DEBTORS:**

PROJECT X MEDIA, INC.

By:   
Name: John Laramie  
Title: President and Chief Executive Officer

PROJECT X MEDIA HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Clyde James Maxfield IV  
Title: Vice President

Address for Notices:

1 Whitehall St., 10th Floor  
New York, NY 10004  
Attn: Josh Warrum  
Email: josh@pjmmedia.com

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.

**DEBTORS:**

PROJECT X MEDIA, INC.

By: \_\_\_\_\_  
Name: John Laramie  
Title: President and Chief Executive Officer

PROJECT X MEDIA HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Clyde James Maxfield IV  
Title: Vice President

Address for Notices:

1 Whitehall St., 10th Floor  
New York, NY 10004  
Attn: Josh Warrum  
Email: josh@pjxmedia.com

Address of Bank:

Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
300 West Sixth Street, Suite 2250  
Austin, Texas 78701  
Fax: (512) 427-7178  
Attn: Manager

AGENT:

COMERICA BANK


By:   
Stephen P. Bitter  
Senior Vice President

EXHIBIT A

Copyrights

None.



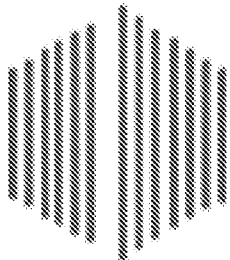
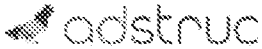
EXHIBIT B

Patents

<u>Patent Application #</u>	<u>Description</u>	<u>Date</u>	<u>Status</u>
16/174,134	SYSTEM FOR MANAGING THE UTILIZATION OF A PLURALITY OF OUTDOOR ADVERTISING UNITS	10-29-2018	Docketed New Case - Ready for Examination
14/500,188	SYSTEM FOR MANAGING THE UTILIZATION OF A PLURALITY OF OUTDOOR ADVERTISING UNITS	09-29-2014	Abandoned
13/367,007	PROPOSAL GENERATOR AND METHOD FOR CREATING A PROPOSAL OFFERING ONE OR MORE OUTDOOR ADVERTISING UNITS BASED ON BUYER CRITERIA	02-06-2012	Abandoned
61/590,723	PROPOSAL GENERATOR AND METHOD FOR CREATING PROPOSALS OFFERING ONE OR MORE OUTDOOR ADVERTISING UNITS BASED ON BUYER CRITERIA	01-25-2012	Provisional Application Expired
61/439,620	PROPOSAL GENERATOR AND METHOD FOR CREATING PROPOSALS OFFERING ONE OR MORE OUTDOOR ADVERTISING UNITS BASED ON BUYER CRITERIA	02-04-2011	Provisional Application Expired

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration #</u>	<u>Date</u>	<u>Status</u>
Project X	(US) 5432326	03-27-2018	Registered
	(US) 5432328	03-27-2018	Registered
ADstruc	(US) 3994716	07-12-2011	Registered
	(US) 5437056	04-03-2018	Registered
ADstruc	(International) 1145497	12-11-2012	Registered