# CH \$240.00 294792

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM549338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Western Alliance Bank, successor in interest to Bridge Bank National Association		12/30/2018	Corporation: ARIZONA

#### **RECEIVING PARTY DATA**

00 Park Avenue 7th Floor
7th Floor
lew York
EW YORK
0166
orporation: DELAWARE
letmining LLC
00 Park Avenue
7th Floor
lew York
EW YORK
0166
imited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 9**

PROPERTY NOWIDERS TOTAL 9			
Number	Word Mark		
2947928	BRAINFOX		
4104358	IGNITION ONE		
3132396	INNOVATION INTERACTIVE		
4261672	LIVEMARKETER		
3082898	SEARCHIGNITE		
3255529	SPOT		
3770048	HITSINTOLEADS		
3809095	NETMINING		
3873388	SITEINSIGHTS		
	Number 2947928 4104358 3132396 4261672 3082898 3255529 3770048 3809095		

TRADEMARK REEL: 006795 FRAME: 0519

900523281

#### **CORRESPONDENCE DATA**

**Fax Number:** 8032559831

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:** 8037992000

**Email:** meredith.ridley@nelsonmullins.com

Correspondent Name: Christopher D. Casavale
Address Line 1: 301 S. College Street

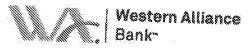
Address Line 2: Suite 2300, IP Department

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Christopher D. Casavale	
SIGNATURE:	/Christopher D. Casavale/
DATE SIGNED:	11/13/2019

#### **Total Attachments: 8**

source=IgnitionOne Inc. Release of IP Security Interest 111219#page1.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page2.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page3.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page4.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page5.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page6.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page7.tif source=IgnitionOne Inc. Release of IP Security Interest 111219#page8.tif



Member FDIC

December 30, 2018

IgnitionOne, Inc.
Netmining LLC
Knotice, LLC
Human Demand, Inc.
32 Avenue of the Americas
New York, NY 10013

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of December 30, 2018 (the "Loan Security Agreement"), and the Amended and Restated Intellectual Property Security Agreement dated as of July 20, 2015 (the "Agreement") by Western Alliance Bank, an Arizona corporation and successor in interest to Bridge Bank, National Association ("Lender") in favor of IgnitionOne, Inc., a Delaware corporation (f/k/a SearchIgnite, Inc. or Exact Search, Inc.) ("IgnitionOne"), Netmining LLC, a Delaware limited liability company (f/k/a Exact Advertising LLC ("Netmining"), Knotice, LLC (f/k/a/K-OH Acquisition, LLC) a Delaware limited liability company ("Knotice") and Human Demand, Inc. ("Human Demand") ("Grantor").

Grantor assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of December 20, 2013 and the Amended and Restated Intellectual Property Security Agreement dated as of July 20, 2015 (the "Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B and C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Grantor without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation Successor in interest to Bridge Bank, National Association

Bv:

Name: Peejay Malsono

Title: Officer Enclosures

55 Almaden Boulevard, Ste. 100 • San Jose, CA • 95113 • Phone: (408) 423-8500

# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 2015 (the "Agreement") between Western Alliance Bank, an Arizona corporation and successor in interest to Bridge Bank, National Association ("Lender"), IgnitionOne, Inc., a Delaware corporation (I%/s SearchIgnite, Inc. or Exact Search, Inc.) ("IgnitionOne"), Netmining LLC, a Delaware limited liability company (I%/s Exact Advertising LLC) ("Nemining"), Knotice, LLC (I%/s/ K-OH Acquisition, LLC) a Delaware limited liability company ("Knotice") and Human Demand, Inc. ("Human Demand") is made with reference to that certain Loan and Security Agreement by and between Lender, IgnitionOne, Netmining, Knotice and Human Demand, Inc. dated as of December 20, 2013 and as amended from time to time (the "Loan Agreement"), and that Intellectual Property Security Agreement between Lender and Netmining dated as of December 20, 2013, that certain Intellectual Property Security Agreement between Lender and Knotice dated as of March 19, 2014 and that certain Intellectual Property Security Agreement between Lender and Human Demand, Inc. dated as of August 13, 2014 and (together, the "Original IPSAs").

This Agreement hereby amends and restates, without novation, the Original IPSAs. Terms defined in the Loan Agreement have the same meaning when used in this Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, IgnitianOne, Knotice, Netmining and Human Demand (each referred to herein, as "Grantor") hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights").
- (b) trademark and servicemark rights, whether registered or not, 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software
  - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and coyalties axising from such use to the extent permitted by such license or rights;
  - (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any permit, lease, license contract or other agreement held by any Grantor to the extent that any applicable law thereto prohibits the creation of a lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Code or any other applicable law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set

forth in the Loan Agreement, 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 Loan Agreement, or now or bereafter 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties have execut	ted this Agreement as of the date first written above.
Grantors:	LENDER:
IGNITIONO ME, ÔNC.	
	WESTERN ALLIANCE BANK
By:	Ву:
Tille: CEÓ	
	Title:
gerender William	
NETMO/SQLLC //	Address for Notices:
The state of the s	55 Almaden Boulevard, Suite 100 San Jose, California 95113
By: Clay CC	Affn: Note Department
Title: <u>C</u> {/	Fax:(408) 282-1681
KNOTICE/LLC //	
By: / / / / / / / / / / / / / / / / / / /	
Title: <u>CED/</u>	
HUMA SEMAND, INC. 7	
By: Cay US	
Title:	
Accessory on Decesion and Development State Stat	
Address for Notices:	
32 Avenue of the Americas New York, NY 10013	
Ann:	
Parc	

andid 1082;	ted this Agreement as of the date first written above.
IGNITIONONE, INC.	LENDER:
© ¥00000 € 00	WESTERN ALLIANCE BANK
8y:	By: 8/4
Title:	Title: ASSISCANT VILL PRETIDENT
netmining LLC	Address for Notices
Ву:	55 Almaden Boulevard, Suite 100 San Jose, California 95113 Attn: Note Department
Title:	Fax:(408) 282-1681
KNOTICE LLC  By:  Title:	
HUMAN DEMAND, INC.	
Эу:	
Wie:	
ddiess for Notices:  I Avenue of the Americas  Work, NY 10013	

## EXHIBIT A

## COPYRIGHTS

# Please Check if No Copyrights Exist (8)

Owner	TABE OF MOUR	litie:	International Standard Serial Number (ISSN):	Resistration Number:	Filing Date:	lie: Cablered?

#### EXHIBIT B

## TRADEMARKS

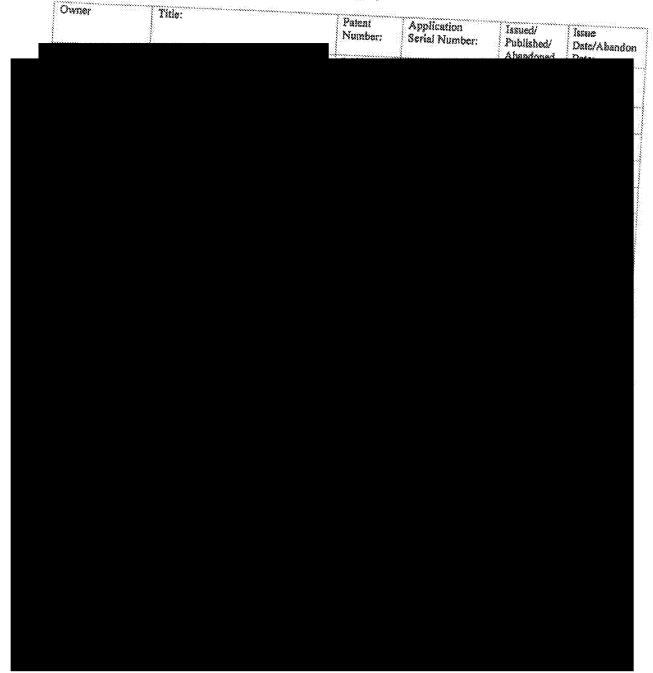
# Please Check if No Trademarks Exist o

Cyner C	Mark / Title:	U.S. Registration Number:	USPIO Reference Number	Eiling Date:
IgnitionOne, Inc	)	4,747,513	5347/0153	10/9/2014
IgnitionOne, Inc	APPAUDIENCE LOGO (STYLIZED) & DESIGN	4747514		18/9/2014
IgnitionOne, Inc.		2,947,928	5347/0011	4/6/2004
IgnitionOne, Inc.	IGNITION ONE	4,104,358	5347/0091	2/4/2011
IgnitionOne, Inc.	INNOVATION INTERACTIVE	3,132,396	5347/0012	
IgnitionOne, Inc.	LIVEMARKETER	4,261,672	in and the second	6/22/2005
IgnitionOne, Inc.	SEARCHIGNITE	3,082,898	5347/0066 5347/0014	6/8/2009 10/26/2005
gnitionOne, Inc.	SPOT			
Vetmining LLC	HITSINTOLEADS	3,255,529	5347/0020	4/10/2006
letmining ULC	NETMINING	3,770,048	5347/0049	3/3/2009
letmining LLC		3,809,095	5347/0048	3/3/2009
	SITEINSIGHTS	3,873,388	5347/0082	4/1/2010
notice LLC	CONCENTRI	3,678,346	5347/0148	09/08/09
notice LLC	WHERE IT ALL CLICKS	3,345,949	5347/0149	11/27/07
notice LLC	KNOTICE	and the second s	5347/0150	11/27/07
notice LLC	KNOTICE (logo)	· i	5347/0131	04/15/08

<sup>\*</sup> abandoned

## EXHIBIT C

PATENTS



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**RECORDED: 11/13/2019**