

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Collective, Inc.		01/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zeta Global Holdings Corp.		
<b>Street Address:</b>	3 Park Avenue, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5004558	VISTO	
<b>Serial Number:</b>	87475095	VISTO THE AD HUB	
<b>Serial Number:</b>	87206082	COMPASS IQ	
<b>Registration Number:</b>	3594861	PERSONIFI	
<b>Registration Number:</b>	3527444	AMP	
<b>Registration Number:</b>	3867672	THE AUDIENCE ENGINE	
<b>Registration Number:</b>	3929580	C COLLECTIVE THE AUDIENCE ENGINE	
<b>Registration Number:</b>	4361372	ALLFRONT	
<b>Registration Number:</b>	4867160	COLLECTIVE DESK	
<b>Registration Number:</b>	4361371	WHEREVERTISING	
<b>Registration Number:</b>	4573364	LIFE IS BUT A SCREEN	
<b>Registration Number:</b>	3671913	COLLECTIVE VIDEO	
<b>Registration Number:</b>	4361370	TV ACCELERATOR	
<b>Registration Number:</b>	4573365	ADVERTISING SHOULD BE A DEVICEFUL EXPERI	
<b>Serial Number:</b>	87660572	VISTO HUB	
<b>Registration Number:</b>	5284134	VISTO BY COLLECTIVE	
<b>Serial Number:</b>	87206093	COMPASSIQ	
<b>Registration Number:</b>	4449241	CAUSAL ATTRIBUTION	
<b>Registration Number:</b>	5496455	VISTO	

CH \$540.00 5004558

Property Type	Number	Word Mark
Serial Number:	87069163	COMPASS BY COLLECTIVE
Registration Number:	3538489	COLLECTIVE NETWORK

**CORRESPONDENCE DATA**

**Fax Number:**

*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: 5124926413  
 Email: tmg@slwip.com  
 Correspondent Name: Pamela B. Huff  
 Address Line 1: PO Box 2938  
 Address Line 4: Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	4525.000002
<b>NAME OF SUBMITTER:</b>	Pamela B. Huff
<b>SIGNATURE:</b>	/Pamela B. Huff/
<b>DATE SIGNED:</b>	11/24/2019

**Total Attachments: 8**

- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page1.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page2.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page3.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page4.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page5.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page6.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page7.tif
- source=03 - Collective - IP Assignment Agreement\_171390667\_2#page8.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of January 24, 2019, by and between Collective, Inc., a Delaware corporation, as Debtor and Debtor-in-Possession (“Assignor”) under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York and Zeta Global Holdings Corp., a Delaware corporation (“Assignee”). Assignor and Assignee are parties to that certain Asset Purchase Agreement (as may be amended or restated from time to time, the “Purchase Agreement”), dated as of November 19, 2018, pursuant to which Assignee will, among other things, purchase all intellectual property assets and rights of Assignor (the “Intellectual Property Assets”), effective on the date hereof. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

### RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of the Assignor’s rights, title and interests in and to the Intellectual Property Assets, including the Intellectual Property Assets listed on Exhibit A attached hereto (collectively, the “Assigned IP Rights”).

### AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations, or reservations, all of the Assignor’s rights, title, and interest in and to the Intellectual Property Assets, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that the Assignor has or may have in profits and damages for past, present and future infringements of the Intellectual Property Assets, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the Intellectual Property Assets from the Assignor.

2. Terms of IP Assignment. Assignor and Assignee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable

inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

3. Recordation. This IP Assignment has been executed and delivered by the Assignor with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office, the State of Delaware Secretary of State, and any other similar governmental authorities throughout the United States and the world, and Assignee shall have the right to record this IP Assignment with any applicable governmental authority so as to perfect its ownership of the IP Rights.

4. Further Assurances. The Assignor covenants and agrees, at its own expense, to execute and to deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Assignee may reasonably request of the Assignor from time to time, to perfect or record the right or title of Assignee to the IP Rights transferred hereby.

5. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

6. Assignment. This IP Assignment shall be binding upon and shall inure to the benefit of Assignee, the Assignor, and each of their respective successors and permitted assigns.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any state law claim, controversy or dispute) that apply to agreements made and performed entirely within the State of New York, without regard to the conflicts of law provisions thereof or of any other jurisdiction. Each party hereto agrees and acknowledges that the application of the laws of the State of New York is reasonable and appropriate based upon the parties' respective interests and contacts with the State of New York. Each of the parties waives any right or interest in having the laws of any other state, including specifically, state law regarding the statute of limitation or other limitations period, apply to any party's state law claim, controversy or dispute which in any way arises out of or relates to this IP Assignment or the transactions contemplated hereby.

*[Signature page follows]*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

**ASSIGNEE**

ZETA GLOBAL HOLDINGS CORP.

By: \_\_\_\_\_

Name: Steven Vine

Title: Executive Vice President

**ASSIGNOR**

COLLECTIVE, INC., Debtor and Debtor-in-Possession

By: *Kerry Bianchi*

Name: Kerry Bianchi

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

**ASSIGNEE**

ZETA GLOBAL HOLDINGS CORP.

By: 

Name: Steven Vine

Title: Executive Vice President

**ASSIGNOR**

COLLECTIVE, INC., Debtor and Debtor-in-Possession

By: \_\_\_\_\_

Name: Kerry Bianchi

Title: President and Chief Executive Officer

**EXHIBIT A**  
**Assigned IP Rights**

Intellectual Property

*Patent Docket:*

IP Office	Application #	Application Title	Filing Date
US	12/694,536	METHOD AND SYSTEM FOR BEHAVIORAL CLASSIFICATION	1-27-2010
US	13/535,985	SYSTEM AND METHOD FOR TARGETING ADVERTISEMENTS	6-28-2012
US	62510882	PROVIDING REAL-TIME INSIGHT INTO COST AND PERFORMANCE DISCREPANCIES BETWEEN DISPARATE EXECUTION PLATFORMS	5-25-2017
US	13/441,457	SYSTEM AND METHOD FOR TARGETING ADVERTISEMENTS	4-6-2012
US	12/616,505	METHOD AND SYSTEM FOR SEMANTIC DISTANCE MEASUREMENT	11-11-2009
US	12/795,524	TRACKING ADVERTISING ABANDONMENT RATES	6-7-2010
US	62510891	BILLING METHOD BASED ON MULTIPLE COST SYSTEMS OF RECORD	5-25-2017
US	62535296	Multi-Platform Ad Management	7-21-2017
US	12/462,908	METHOD AND SYSTEM FOR CLASSIFYING TEXT	8-11-2009
US	15/988,818	Systems and Methods for Providing Real-Time Discrepancies Between Disparate Execution Platforms	5/24/18
PCT	PCT/US2018/034	Systems and Methods for Providing Real-Time Discrepancies Between Disparate Execution Platforms	5/24/18
US	15/988,850	Systems and Methods for Providing Real-Time Values Based on Aggregated Data From Disparate Systems	5/24/18
PCT	PCT/US2018/034	Systems and Methods for Providing Real-Time Values Based on Aggregated Data From Disparate Systems	5/24/18
US	16/040,690	Systems and Methods for Multi-Platform Integration	7/20/18
PCT	PCT/US2018/043	Systems and Methods for Multi-Platform Integration	7/20/18

Trademark Docket:

Country Name	Literal Mark	Mark Type	Application #	Application Date	Registration #	Registration Date	Publication Date	Status
USPTO	VISTO	Standard character mark	86615486	4/30/15	5004555	7/19/15	9/22/15	Registered - Principal Register
USPTO	VISTO THE AD HUB	Standard character mark	87475395	5/5/17			12/12/17	First extension request granted
USPTO	COMPASS IQ	Standard character mark	87268082	10/17/16			2/21/17	Abandoned: no statement of use filed
USPTO	PERSONIFI	Standard character mark	77581830	9/30/08	3594821	3/24/09	1/6/09	Section 8 and 15 declarations accepted
USPTO	AMP	Standard character mark	77442959	4/7/08	3527444	11/4/08	8/19/08	Section 8 and 15 declarations accepted
USPTO	THE AUDIENCE ENGINE	Standard character mark	85062121	3/30/10	3867672	10/28/10	8/10/10	Section 8 and 15 declarations accepted
USPTO	COLLECTIVE THE AUDIENCE ENGINE	Logotype	77853928	10/20/09	3929589	3/8/11	4/13/10	Section 8 and 15 declarations accepted
USPTO	ALLFRONT	Standard character mark	85777588	11/12/12	4361372	7/2/13	4/16/13	Registered - Principal Register
USPTO	COLLECTIVE DESK	Standard character mark	85643777	5/28/15	4867160	12/8/15	9/22/15	Registered - Principal Register
USPTO	WHEREVERTISING	Standard character mark	85777587	11/12/12	4361371	7/2/13	4/16/13	Registered - Principal Register
USPTO	LIFE IS BUT A SCREEN	Standard character mark	85909551	4/18/13	4573364	7/22/14	9/10/13	Registered - Principal Register
USPTO	COLLECTIVE VIDEO	Standard character mark	77548955	8/13/08	3571913	8/25/09	5/9/08	Section 8 declaration accepted
USPTO	TV ACCELERATOR	Standard character mark	85777583	11/12/12	4361375	7/2/13	4/16/13	Registered - Principal Register
USPTO	ADVERTISING SHOULD BE A DEVISFUL EXPERIENCE	Standard character mark	85808931	4/18/13	4573365	7/22/14	9/10/13	Registered - Principal Register
USPTO	VISTO HUB	Standard character mark	87669572	10/26/17			10/2/18	Published
USPTO	VISTO BY COLLECTIVE	Standard character mark	87189550	10/7/16	5264134	3/12/17	6/27/17	Registered - Principal Register
EUPO (EM)	VISTO		14232168	5/12/15			10/12/15	Registered
USPTO	COMPASS IQ	Standard character mark	87268096	10/17/16			2/21/17	Abandoned: no statement of use filed
USPTO	CAUSAL ATTRIBUTION	Standard character mark	85777555	11/12/12	4448241	12/10/13		Registered - Supplemental Register
USPTO	VISTO	Logotype	87683975	10/26/17	5496455	8/13/18	4/3/18	Registered - Principal Register
EUPO (EM)	COLLECTIVE DESK		14231777	5/12/15			10/12/15	Registered
USPTO	COMPASS BY COLLECTIVE	Logotype	87089155	5/13/16			11/8/16	Abandoned: no statement of use filed
USPTO	COLLECTIVE NETWORK	Standard character mark	77415883	3/7/08	3538489	11/25/08	6/3/08	Section 8 and 15 declarations accepted



URLs:

Domain Name	Domain Register	Expiration Date
ADVERTISINGDEMOS.COM	Godaddy	3/11/2019
AMP-PLATFORM.COM	Godaddy	3/2/2020
AREMYADSWORKING.COM	Godaddy	4/9/2022
AREYOURADSWORKING.COM	Godaddy	3/22/2023
AUDIENCECLOUD.COM	Godaddy	1/23/2019
AUDIENCEHD.COM	Godaddy	9/28/2019
BELIEVETHEHIPE.COM	Godaddy	3/13/2023
COLLECTIVE-MEDIA.COM	Godaddy	6/23/2019
COLLECTIVE-MEDIA.NET	Godaddy	6/23/2019
COLLECTIVE.COM	Godaddy	5/20/2020
COLLECTIVE.TV	Godaddy	1/15/2020
COLLECTIVEALLFRONT.COM	Godaddy	8/30/2019
COLLECTIVEHOMEPAGE.COM	Godaddy	10/24/2021
COLLECTIVENETWORK.COM	Godaddy	5/1/2019
COLLECTIVEOS.COM	Godaddy	10/21/2019
COLLMEDIA.COM	Godaddy	7/12/2019
compass-iq.com	Godaddy	10/7/2020
DIRECTIVENETWORK.COM	Godaddy	10/27/2020
DONTTRASHYOURBUDGET.COM	Godaddy	3/22/2023
ENSEMBLE-DIGITAL.COM	Godaddy	4/9/2022
ENSEMBLE-PLATFORM.COM	Godaddy	4/9/2022
ENSEMBLEDIGITAL.COM	Godaddy	4/9/2022
ENSEMBLEPLATFORM.COM	Godaddy	4/9/2022
FASTCHEAPEASYADS.COM	Godaddy	1/14/2020
FASTCHEAPEASYADS.ORG	Godaddy	1/14/2020
FASTCHEAPEASYADS.US	Godaddy	1/13/2020
G4DIGITAL.COM	Godaddy	6/18/2019
G4DIGITAL.NET	Godaddy	6/18/2019
G4DIGITAL.ORG	Godaddy	6/18/2019
govisto.com	Godaddy	3/23/2019
HITBLADE.COM	Godaddy	4/1/2019
INSIGHTTOAUDIENCE.COM	Godaddy	9/28/2019
MYOGGIFINOGGI.COM	Godaddy	11/10/2019
OGGIFINNOGI.COM	Godaddy	11/10/2019
OGGIFINNOGI.ORG	Godaddy	11/11/2019
OGGIFINOGGI.BIZ	Godaddy	11/10/2019
OGGIFINOGGI.CC	Godaddy	11/10/2019

OGGIFINOGGI.COM	Godaddy	11/10/2019
OGGIFINOGGI.INFO	Godaddy	11/11/2019
OGGIFINOGGI.NET	Godaddy	11/10/2019
OGGIFINOGGI.ORG	Godaddy	11/11/2019
OGGIFINOGGI.US	Godaddy	11/10/2019
OGGIFINOGGI.WS	Godaddy	11/11/2019
OGGIFINOGGIS.COM	Godaddy	11/10/2019
OGGIFINOGL.BIZ	Godaddy	11/10/2019
OGGIFINOGL.COM	Godaddy	4/1/2019
OGGIFINOGL.INFO	Godaddy	11/11/2019
OGGIFINOGL.NET	Godaddy	11/10/2019
OGGIFINOGL.ORG	Godaddy	11/11/2019
OGGIFINOGL.US	Godaddy	11/10/2019
OGGIFINOGL.WS	Godaddy	11/11/2019
OGGIFINOGIS.COM	Godaddy	11/10/2019
OGIFINOGL.COM	Godaddy	11/10/2019
OGIFINOGL.ORG	Godaddy	11/11/2019
PERSONIFI.COM	Godaddy	1/9/2020
PERSONIFI.ORG	Godaddy	5/2/2019
THEAUDIENCEENGINE.COM	Godaddy	9/28/2019
visto.tech	Namecheap	8/29/2019
visto1.biz	Godaddy	12/1/2019
visto1.co	Godaddy	12/1/2019
visto1.com	Godaddy	2/27/2019
visto1.info	Godaddy	12/2/2019
visto1.mobi	Godaddy	12/2/2019
visto1.net	Godaddy	12/2/2019
visto1.org	Godaddy	12/2/2019
vistoadhub.com	Namecheap	6/1/2019
vistobycollective.com	Namecheap	6/1/2019
vistohub.com	Godaddy	6/1/2019
vistoinc.com	Godaddy	5/1/2019
vistoplatform.com	Namecheap	6/1/2019
WEBTVENTERPRISE.COM	Godaddy	8/10/2019
WHATWORKEDTHISWEEK.COM	Godaddy	9/28/2019
WHEREVERTISING.COM	Godaddy	8/30/2019