

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fast Pay Partners, LLC		11/19/2019	Limited Liability Company: DELAWARE
Horizon Technology Finance Corporation		11/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	IgmtionOne, Inc.		
Street Address:	470 Park Avenue South, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3770048	HITSINTOLEADS	
Registration Number:	3809095	NETMINING	
Registration Number:	5025656		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	5124926413		
Email:	tmg@slwip.com		
Correspondent Name:	Pamela B. Huff		
Address Line 1:	PO Box 2938		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4525.000002		
NAME OF SUBMITTER:	Pamela B. Huff		
SIGNATURE:	/Pamela B. Huff/		
DATE SIGNED:	01/30/2020		
Total Attachments: 51			

CH \$90.00 3770048

source=Purchase Agreement with Schedules (Zeta - Assignee) - redacted#page37.tif

source=Purchase Agreement with Schedules (Zeta - Assignee) - redacted#page38.tif

source=Purchase Agreement with Schedules (Zeta - Assignee) - redacted#page39.tif

IGNITIONONE, INC.
LIEN RELEASE AGREEMENT

This LIEN RELEASE AGREEMENT (the “*Agreement*”) is made and entered into November 19, 2019, by and among FPP Finance LLC (the “*First Lien Creditor*”), Horizon Technology Finance Corporation, Horizon Credit II, LLC, and Horizon Funding Trust 2019-1 (together, the “*Second Lien Creditors*”), and the Requisite Purchasers (as defined in the Noteholders Agreement, defined below), under the Secured Subordinated Convertible Promissory Note Purchase Agreement, dated February 28, 2019, consisting of ABS Capital Partners VII, L.P., ABS Capital Partners Offshore VII, L.P., PC IO, LLC, Margiloff Associates, and William Margiloff (together, the “*Subordinated Creditors*” and, together with the First Lien Creditor and the Second Lien Creditors, the “*Secured Creditors*”), and IgnitionOne Inc. and its subsidiaries, including Netmining LLC (collectively with the Secured Creditors, the “*Parties*”).

RECITALS

A. WHEREAS, IgnitionOne, Inc., a Delaware corporation, and its wholly owned subsidiary, Netmining LLC, a Delaware limited liability company (together “*Assignor*” or “*IgnitionOne*”), and Asset Recovery Associates, LLC, a Delaware limited liability company (the “*Seller*” or “*Assignee*”), entered into that certain general assignment on November 14, 2019 by and between Assignor and Seller (the “*General Assignment*”).

B. WHEREAS, Assignee intends to file a petition for the assignment of all of Assignor’s right, title, and interest in all Assignor’s remaining assets for the benefit of Assignor’s creditors in the Court of Chancery of the State of Delaware, County of New Castle.

C. WHEREAS, Seller and Zeta Global Holding Corp., a Delaware corporation (“*Zeta Parent*”) and ZABC Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Zeta Parent (collectively, “*Zeta*”) entered into that certain asset purchase agreement dated November 19, 2019 (the “*Zeta Purchase Agreement*”) for the sale by Seller of certain of the Zeta Assets (as defined in the Zeta Purchase Agreement, the “*Zeta Purchased Assets*”) to Zeta, on the terms and subject to the conditions set forth in the Zeta Purchase Agreement.

D. WHEREAS, Seller and Publicis Media, Inc. (f/k/a VivaKi, Inc.) (“*Publicis*” and, together with Zeta, the “*Purchasers*”) entered into that certain Employee Referral Agreement dated November 19, 2019 (the “*Publicis Employee Referral Agreement*” and, together with the Zeta Purchase Agreement, the “*Transaction Agreements*”) for referral of certain employees to Publicis on the terms and subject to the conditions set forth therein.

E. WHEREAS, the Zeta Assets (as defined in the Zeta Purchase Agreement), including the Zeta Purchased Assets, are encumbered by liens securing certain indebtedness of the Assignor as set forth in:

- i. that certain Financing and Security Agreement, dated December 5, 2018, by and between Assignor and its affiliates, and the First Lien Creditor, as amended by the Amendment No. 1, dated December 18, 2018, Amendment No. 2, dated January 18, 2019, Amendment No. 3, dated February 21, 2019

and Amendment No. 4 dated August 30, 2019 (as amended, the “*FastPay Agreement*”); and

- ii. that certain Venture Loan & Security Agreement, dated March 31, 2017, by and between Assignor and its affiliates, and the Second Lien Creditors, as amended by the Amendment, dated August 1, 2018, Second Amendment, dated May 1, 2019, and the Third Amendment, dated September 18, 2019 (as amended, the “*Horizon Agreement*”); and
- iii. that certain Secured Subordinated Convertible Promissory Note Purchase Agreement, dated February 28, 2019 by and between the Assignor and its affiliates, and the purchasers thereto, the Subordinated Creditors (the “*Noteholders Agreement*”, and together with the FastPay Agreement and the Horizon Agreement, the “*Loan Agreements*”).

F. WHEREAS, under the FastPay Agreement, the First Lien Creditor provided certain loans to IgnitionOne, and in exchange, IgnitionOne granted to the First Lien Creditor liens on, and security interests in, all or substantially all of the assets of IgnitionOne, as more fully set forth in the FastPay Agreement and related documentation.

G. WHEREAS, under the Horizon Agreement, the Second Lien Creditors provided certain loans to IgnitionOne, and in exchange, IgnitionOne granted to the Second Lien Creditors liens on, and security interests in, all or substantially all of the assets of IgnitionOne, as more fully set forth in the Horizon Agreement and related documentation.

H. WHEREAS, under the Noteholders Agreement, IgnitionOne issued certain notes to the Subordinated Creditors, and in exchange, IgnitionOne granted to the Subordinated Creditors liens on, and security interests in, certain assets of IgnitionOne, as more fully set forth in the Subordinated Notes Agreement and related documentation.

I. WHEREAS, Fast Pay Partners LLC and the Second Lien Creditors are party to that certain Intercreditor Agreement, dated as of December 5, 2018, and consented and acknowledged by IgnitionOne (the “*Intercreditor Agreement*”), which sets forth certain rights and obligations of the First Lien Creditor and the Second Lien Creditors, and provides, among other things, that, notwithstanding the order or time of attachment or perfection, the liens securing the First Lien Loan Obligations, up to the Maximum First Lien Amount (as defined in the Intercreditor Agreement), shall be senior to and prior in right to the liens of the Second Lien Creditors.

J. WHEREAS, the Second Lien Creditors and the Subordinated Creditors are party to that certain Subordination Agreement, dated as of February 28, 2019, which set forth certain rights and obligations of the Second Lien Creditors and the Subordinated Creditors, and provides, among other things, that the obligations owed to the Subordinated Creditors and the liens of the Subordinated Creditors shall be subordinated to any and all obligations owed to the Second Lien Creditors and liens of the Second Lien Creditors, respectively.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Secured Parties each hereby acknowledge receipt of a final execution copy of each Transaction Agreement, complete in each case with all schedules and exhibits thereto. Effective as of the closing date of the Transaction Agreements, the Secured Parties each hereby consent to the terms of the Transaction Agreements.

2. Except as provided in Paragraph 3, effective as of the closing date and effectiveness of the Transaction Agreements, the Secured Parties each hereby completely and permanently release their respective liens on and interests in the Zeta Purchased Assets, with such liens to attach to the proceeds of the sales of the Zeta Purchased Assets and the fees payable under the Transaction Agreements, in the same priority provided under the Uniform Commercial Code, the Loan Agreements, the Intercreditor Agreement, and the Subordination Agreement.

3. The First Lien Creditor's and the Second Lien Creditors' respective liens on and interests in Factored Accounts Receivable (as defined in the Zeta Purchase Agreement), but not any other Accounts Receivable included in the Zeta Purchased Assets: (i) shall continue in such Factored Accounts Receivable and, (ii) notwithstanding the closing of the Zeta Purchase Agreement, the provisions of Paragraph 2, and any existing terms of the Intercreditor Agreement and the Subordination Agreement, shall be released only subject to the satisfaction of the following conditions:

- i. The First Lien Creditor's and Second Lien Creditors' respective liens on and interests in the proceeds of Factored Accounts Receivable shall be released with respect to Zeta's share of the Factored Accounts Receivable, when collected, as provided in the Zeta Purchase Agreement, subject to First Lien Creditor's contractual Clawback Right as defined in such Zeta Purchase Agreement.
- ii. The First Lien Creditor's liens on and interests in Factored Accounts Receivable shall be completely and permanently released upon the FastPay Payoff Date, as provided in the Zeta Purchase Agreement.
- iii. Without limiting the generality of the foregoing, the Second Lien Creditors' liens on and interests in Factored Accounts Receivable shall be completely and permanently released when the Second Lien Creditors have received payments of [REDACTED] of Factored Accounts Receivable collections towards satisfaction of outstanding obligations under the Horizon Agreement.

4. The Parties agree that this Agreement shall be binding upon the Parties' successors and assigns.

5. The Parties agree that, whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. The Parties agree that, this Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the state of Delaware. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall be instituted in the Delaware Court of Chancery. Each Party hereby agrees that the Delaware Court of Chancery is convenient to it, and submits to the jurisdiction of the Delaware Court of Chancery and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, each Party waives any right to oppose any motion or application made by the other Party to transfer such proceeding to the Delaware Court of Chancery.

7. The Parties agree that, this Agreement may be executed by the Parties in any number of separate counterparts and that all of such counterparts, taken together, shall constitute one and the same instrument.


8. The Parties agree that, this Agreement shall not become effective until the date (the “*Effective Date*”) that (i) the Assignee files a petition for the assignment of all of Assignor’s right, title, and interest in all Assignor’s remaining assets for the benefit of Assignor’s creditors in the Court of Chancery of the State of Delaware, County of New Castle and (ii) the Zeta Purchase Agreement and the Publicis Employee Referral Agreement are in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

FIRST LIEN CREDITOR:

FPP FINANCE LLC

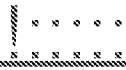


By:
Name: Michael Cheung
Title: Chief Credit Officer

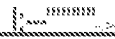
*Signature Page to Lender Lien Release Agreement
First Lien Creditor*

SUBORDINATED CREDITORS:

ABS CAPITAL PARTNERS VII, L.P.,
individually and as agent for the Subordinated
Creditors

By: §? 
_____ : James Stevenson
Title : Chief Financial Officer

ABS CAPITAL PARTNERS OFFSHORE
VII, L.P., individually and as agent for the
Subordinated Creditors

By: _____ 
James Stevenson Title:
Chief Financial Officer

SUBORDINATED CREDITORS:

PCIO,LLC

B _____ **Y**

Name: Rob Tobin
Title: Member

*Signature Page to Lender Lien Release Agreement
Subordinated Creditors*

TRADEMARK
REEL: 006850 FRAME: 0765

SUBORDINATED CREDITORS:

A handwritten signature in cursive script, appearing to read "W. Margiloff", is written over a horizontal dotted line.

Name: William Margiloff

*Signature Page to Lender Lien Release Agreement
Subordinated Creditors*

**TRADEMARK
REEL: 006850 FRAME: 0766**

SUBORDINATED CREDITORS:

MARGILOFF ASSOCIATES

By: 

Name: William Margiloff

Title: Partner

*Signature Page to Lender Lien Release Agreement
Subordinated Creditors*

ASSIGNOR:

IGNITIONONE, INC., individually and on behalf of its subsidiaries, including NETMINING LLC

By: 

Name: William Margiloff

Title: Chief Executive Officer

*Signature Page to Lender Lien Release Agreement
Assignor*

**TRADEMARK
REEL: 006850 FRAME: 0768**

ASSIGNEE:

ASSET RECOVERY ASSOCIATES, LLC

By:



Name: Katerine Goodman

Title: Manager

Katerine Goodman

By: Manager

*Slp,tltn Page to u,wrU,,. bleaM Agrn,,NPd
blip,*

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “*Agreement*”) is made as of November 19, 2019 (the “*Effective Date*”), by and among Asset Recovery Associates, LLC, a Georgia limited liability company (the “*Seller*” or “*Assignee*”) in its sole and limited capacity as assignee for the benefit of creditors of IgnitionOne, Inc., a Delaware corporation and its wholly-owned subsidiary, Netmining LLC, a Delaware limited liability company (collectively, “*Assignor*” or “*IgnitionOne*”), Zeta Global Holding Corp, a Delaware corporation (“*Parent*”), ZABC Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent (“*Zeta*” or “*Purchaser*”) and confirmed by FPP Finance LLC, a Delaware limited liability company (as assignee from Fast Pay Partners LLC, a Delaware limited liability company, together “*FastPay*”).

RECITALS

A. By resolution of the board of directors of Assignor (the “*Board*”) and the stockholders or members, as applicable, of Assignor (the “*Stockholders*”) dated as of November 7, 2019, the Board and the Stockholders duly authorized and approved the transfer of all of the assets of Assignor to Seller.

B. Pursuant to the terms and conditions of a general assignment entered into on November 14, 2019 by and between Assignor and Seller (the “*General Assignment*”) and by order entered on November 19, 2019 by the Court of Chancery of the State of Delaware, County of New Castle (the “*Commencement Order*”), the appointment of Seller was confirmed and Assignor transferred ownership of all its right, title and interest in and to all assets of Assignor to Seller (the “*Assigned Assets*”), and, in so doing, designated Seller to act, pursuant to Delaware Law, as the assignee for the benefit of creditors of Assignor.

C. Zeta desires to purchase from Seller, and Seller desires to sell to Zeta, a certain subset of the Assigned Assets (along with a subset of assets held by each of the former subsidiaries of Assignor (the “*Subsidiaries*”) on the terms and subject to the conditions set forth in this Agreement.

D. The Assigned Assets are encumbered by liens securing certain indebtedness of the Assignor as set forth in (i) that certain Financing and Security Agreement, dated December 5, 2018, as amended by the Amendment No. 1, dated December 18, 2018, Amendment No. 2, dated January 18, 2019, Amendment No. 3, dated February 21, 2019, and Amendment No. 4 dated as August 30, 2019 (as amended, the “*FastPay Agreement*”), by and between Assignor and its affiliates and FastPay, (ii) that certain Venture Loan & Security Agreement, dated March 31, 2017, as amended by the Amendment, dated August 1, 2018, Second Amendment, dated May 1, 2019, and the Third Amendment, dated September 18, 2019 (as amended, the “*Horizon Agreement*”), by and between Assignor and its affiliates, Horizon Credit II, LLC, as assignee of Horizon Technology Finance Corporation, and Horizon Funding Trust 2019-1, as assignee (collectively “*Horizon*”), and (iii) that certain Secured Subordinated Convertible Promissory Note Purchase Agreement, dated February 28, 2019 (the “*Noteholders Agreement*”), by and between the Assignor and the purchasers thereto (collectively, the “*Secured Noteholders*”).

E. Each of FastPay, Horizon, and the Secured Noteholders are secured creditors of Assignor and each has consented to the terms of the General Assignment and this Agreement and to, on or before Closing, authorize the full release and termination of all of their (and any of its or their Affiliates) respective liens in and to the Zeta Assets.

F. Seller desires to sell to Zeta, and Zeta desires to purchase from Seller, the Zeta Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement (including the Disclosure Schedules hereto) the terms defined in this Agreement shall have the respective meanings specified herein, and, in addition, the following terms shall have the following meanings:

“Account Control Agreement” has the meaning set forth in Section 3.2(d).

“Accounts Receivable” means, with respect to Seller or Assignor or any Subsidiary or FastPay (or any of its or their Affiliates), (i) any and all accounts receivable, trade accounts and other amounts owed to Seller, Assignor, any Subsidiary or FastPay (or any of its or their Affiliates) relating to, or arising in connection with the provision of goods and services in the Assignor’s or any Subsidiary’s business, and any other similar rights of Seller, Assignor, any Subsidiary or FastPay (or any of its or their Affiliates) to payment from third parties for goods and services relating to the operation of Assignor’s or any Subsidiary’s business and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of services rendered in the operation of Assignor’s or any Subsidiary’s business, in each case owing to Seller, Assignor, any Subsidiary or FastPay (or any of its or their Affiliates); (ii) all other accounts or notes receivable of Seller, Assignor, any Subsidiary or FastPay (or any of its or their Affiliates) and the full benefit of all security for such accounts or notes receivable; and (iii) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon.

“Affiliate” means, as to any Person, any other Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person or any direct or indirect subsidiary of such Person. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other direct or indirect ownership interest, by Contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph of the Agreement.

“APA” has the meaning set forth in Section 3.1(a).

“Amended and Restated Stockholders’ Agreement” has the meaning set forth in Section 3.1(b).

“Amended Charter” has the meaning set forth in Section 3.1(b).

“Apex” has the meaning set forth in Section 2.4(b).

“Asset Determination Period” has the meaning set forth in Section 8.6(a).

“Assigned Assets” has the meaning set forth in the Recitals to this Agreement.

“Assignee” has the meaning set forth in the first paragraph of this Agreement.

“Assignment Agreement” has the meaning set forth in Section 9.2.

“Assignor” has the meaning set forth in the first paragraph of this Agreement.

“Assumed Liabilities” has the meaning set forth in Section 2.4.

“Bill of Sale” has the meaning set forth in Section 4.1.

“Board” has the meaning as set forth in the Recitals to this Agreement.

“Books and Records” shall mean corporate seals, organizational documents, corporate governance agreements, minute books, stock books, books of account or other records having to do with the corporate organization or governance, all employee-related or employee benefit-related files or records, books of account and accountant’s and attorney’s work papers relating to the business of an organization.

“Cash and Cash Equivalents” means all of Assignor’s or any Subsidiary’s cash (including petty cash), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

“Clawback Right” has the meaning set forth in Section 3.2(c).

“Closing” has the meaning set forth in Section 5.1.

“Closing Date” has the meaning set forth in Section 5.1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collected Accounts Receivable Report” has the meaning set forth in Section 3.2(e).

“Commencement Order” has the meaning set forth in the Recitals to this Agreement.

“Confidential Information” has the meaning set forth in Section 8.3(b).

“Contract” means any written or oral contract, agreement, lease, license, financial instrument, or other document or commitment, arrangement, undertaking, practice or authorization that is binding on any Person or its property under any applicable Law.

“Deemed Purchaser Confidential Information” has the meaning set forth in Section 8.3(a).

“Disclosure Schedule” means the schedule executed and delivered by Seller at Closing setting forth the exceptions to the representations and warranties contained in Article VI and certain other information called for by this Agreement. Unless otherwise specified, each reference in this Agreement to any numbered schedule is a reference to the corresponding numbered schedule that is included in the Disclosure Schedule (unless, and to the extent, the relevance to other representations and warranties is readily apparent from the actual text of the disclosures).

“Effective Date” has the meaning set forth in the first paragraph of the Agreement.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Factored Accounts Receivable” has the meaning set forth in Section 3.2(a).

“FastPay” has the meaning as set forth in the first paragraph to this Agreement.

“FastPay Agreement” has the meaning set forth in the Recitals to this Agreement.

“FastPay Avoidance Claim” shall mean the occurrence of any event that supports the existence of right to claim that any lien or payment received by FastPay on any Factored Accounts Receivable is (a) avoidable under the U.S. Bankruptcy Code, any other debtor relief statute, or through receivership, assignment for the benefit of creditors or any equivalent type payment recovery laws, rules or regulations intended to benefit creditors, as a preference claim, or (b) recoverable based on non-sufficient funds or equivalent type recovery claim by paying bank or agent.

“FastPay Avoidance Claim Reserve” has the meaning set forth in Section 3.2(b)(iv).

“FastPay Management Period” has the meaning set forth in Section 3.2(d).

“FastPay Payoff Amount” has the meaning set forth in Section 3.2(b)(i).

“FastPay Payoff Date” has the meaning set forth in Section 2.3(a).

“FastPay Shortfall” has the meaning set forth in Section 3.2(c).

“Foreign Assignment Agreement” has the meaning set forth in Section 8.5.

“FP Received A/R Fund” has the meaning set forth in Section 3.2(c).

“General Assignment” has the meaning as set forth in the Recitals to this Agreement.

“Governmental Authority” means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency, or any other political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

“Holder” has the meaning set forth in Section 8.4.

“Horizon” has the meaning as set forth in the Recitals to this Agreement.

“Horizon Agreement” has the meaning set forth in the recitals to this Agreement.

“IgnitionOne” has the meaning set forth in the first paragraph of the Agreement.

“Intellectual Property” shall include, without limitation, any or all of the following and all rights associated therewith: (a) all domestic and foreign patents, and applications therefor, and all reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures and improvements; (c) trade secrets, confidential and proprietary information (including ideas, knowhow, technical data, specifications, customer lists, pricing and cost information, and business and marketing plans and proposals); (d) all copyrightable works (including all software, source code, object code, firmware, development tools, files and other computer technology), data, databases, data collections and all media on which any of the foregoing is recorded and all related documentation, all copyrights, and all registrations and applications therefor; (e) all mask works, mask work registrations and applications therefor; (f) all industrial designs and any registrations and applications therefor; and (g) all trade names, corporate names, logos, domain names, trade dress, trademarks, service marks, together with all goodwill associated therewith, and all registrations and applications therefor.

“Intellectual Property Assignment Agreement” has the meaning set forth in Section 4.1.

“Joinder and Subscription Agreement” has the meaning set forth in Section 3.1(b).

“Knowledge” means in the actual, current knowledge of [REDACTED].

“Laws” means any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law.

“Legal Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Liability” means any liability, indebtedness, obligation, expense, claim, loss, cost, damage, obligation, responsibility, guaranty or endorsement of or by any Person, absolute or contingent, accrued or unaccrued, known or unknown, due or to become due, liquidated or unliquidated, whether or not secured.

“Netmining” has the meaning set forth in the first paragraph of this Agreement.

“Noteholders Agreement” has the meaning set forth in the Recitals to this Agreement.

“Parent” has the meaning set forth in the first paragraph of the Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Authority (whether federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

“PNC” has the meaning set forth in Section 11.4.

“Post-Closing Date Accounts Receivable” has the meaning set forth in Section 3.3(f).

“Publicis” shall mean Publicis Media, Inc. (f/k/a VivaKi, Inc.) or one of its Affiliates.

“Publicis Employee Referral Agreement” shall mean that certain Employee Referral Agreement, dated on or about the date hereof, by and between Seller and Apex.

“Publicis Agreement” has the meaning set forth in Section 2.4(b).

“Purchaser” has the meaning set forth in the first paragraph of this Agreement.

“Rebate Obligation” has the meaning set forth in Section 2.4(b).

“Released Liens” shall have the meaning set forth in Section 2.3(b).

“Secured Noteholders” has the meaning as set forth in the Recitals to this Agreement.

“Seller” has the meaning set forth in the first paragraph of this Agreement.

“Seller Trust” has the meaning set forth in Section 8.4.

“Series F-4 Preferred Stock” has the meaning set forth in Section 3.1(b).

“Stock Consideration” has the meaning set forth in Section 3.1(b).

“Stock Consideration Certificate” has the meaning set forth in Section 3.1(b).

“Stockholders” has the meaning as set forth in the Recitals to this Agreement.

“Subsidiaries” has the meaning as set forth in the Recitals to this Agreement.

“Taxes” mean any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property (including general and special real estate taxes and assessments, special service area charges, tax increment financing, charges, payments in lieu of taxes and similar charges and assessments), windfall profits, environmental (including tax under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, foreign or domestic withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, governmental fee, governmental

assessment or governmental charge of a similar nature, whether computed on a separate or consolidated, unitary or combined basis or in any other manner including any interest, penalties or additions to Tax or additional amounts with respect to the foregoing whether disputed or not.

“Third Party Claims” has the meaning set forth in Section 3.2(b)(iii).

“Transaction Documents” has the meaning set forth in Section 7.1(a).

“Transition Services Agreement” has the meaning set forth in Section 9.1.

“TSA Excluded AR” has the meaning set forth in Section 2.2(j).

“Uncollectible Date” has the meaning set forth in Section 3.2(c).

“Undetermined Assets” has the meaning set forth in Section 8.6(a).

“Zeta” has the meaning set forth in the first paragraph of the Agreement.

“Zeta Accounts Receivable” has the meaning set forth in Section 3.2(f).

“Zeta Assets” has the meaning as set forth in Section 2.1.

“Zeta Closing Payment” has the meaning set forth in Section 3.1(a).

“Zeta Common Stock” has the meaning set forth in Section 2.2(f).

“Zeta Purchased Accounts Receivable” has the meaning set forth in Section 3.2(f).

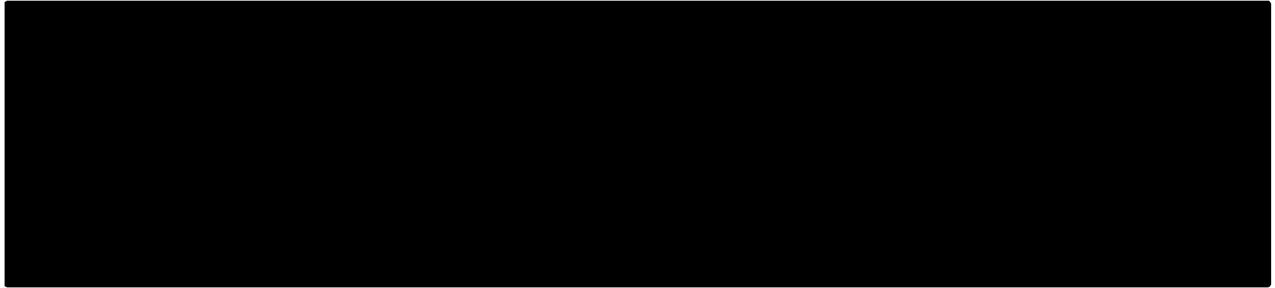
“Zeta Received A/R Funds” has the meaning set forth in Section 3.2(c).

ARTICLE II PURCHASE AND SALE OF ZETA ASSETS; EXCLUDED ASSETS; ASSUMPTION OF LIABILITIES

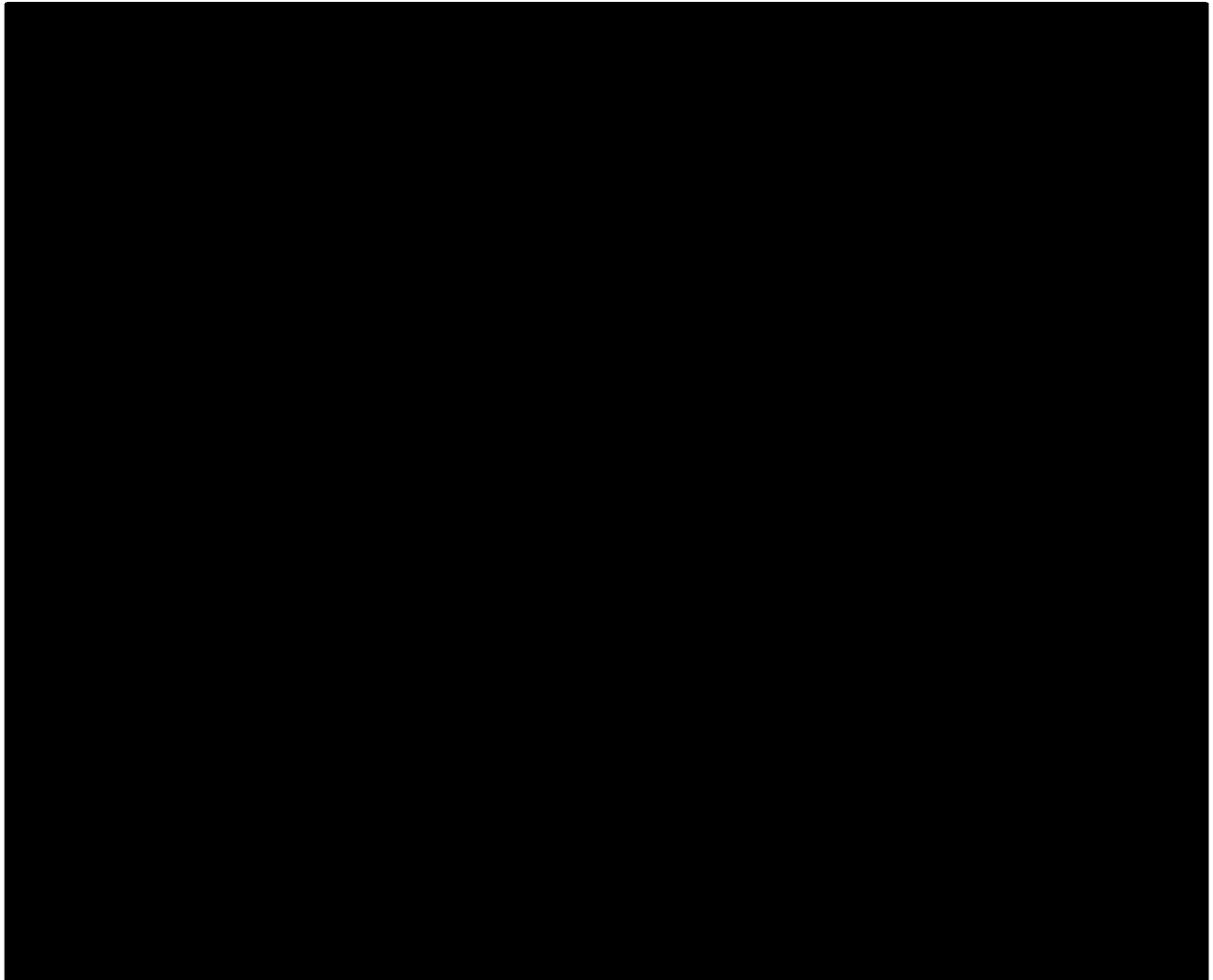
Section 2.1 Agreement to Sell and Purchase Zeta Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to, at Closing, and agrees to cause the Subsidiaries to, whether at or as promptly as practicable after Closing, sell, assign, transfer and convey to Zeta, and Zeta agrees to purchase and acquire from Seller or the applicable Subsidiary, all of Seller’s (or the applicable Subsidiary’s) right, title and interest in and to all of the following assets, properties, and rights of Seller and the Subsidiaries (collectively, the “*Zeta Assets*”), except as provided in Section 2.2, wherever located:

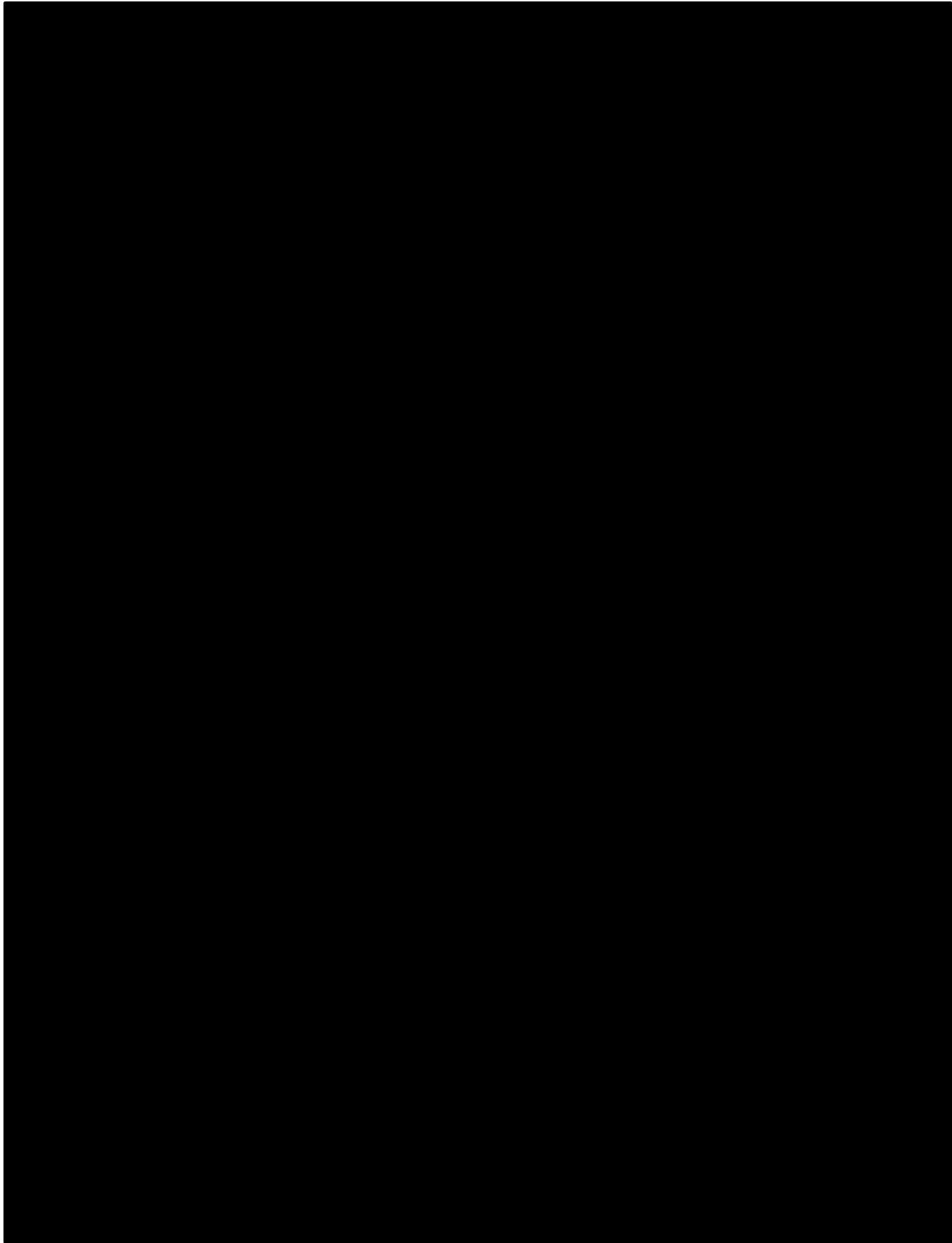
(i) All of the Assignor’s and the Subsidiaries’ existing agreements, contracts with clients (and the right to service such clients), purchase orders, media commitments, leases,

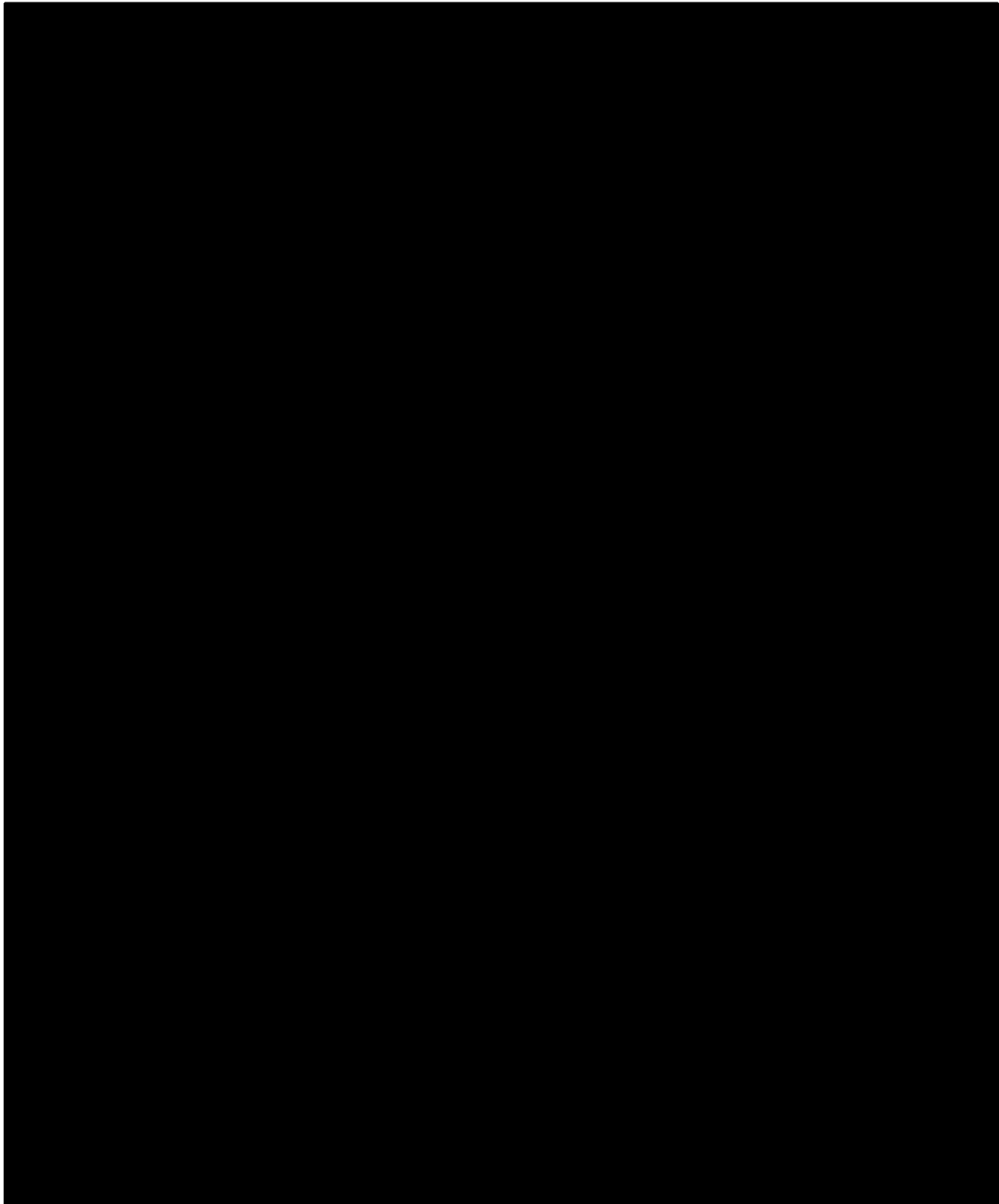
licenses, and any other agreements listed on Schedule 2.1(i)¹, in all cases excluding the Publicis Agreement;

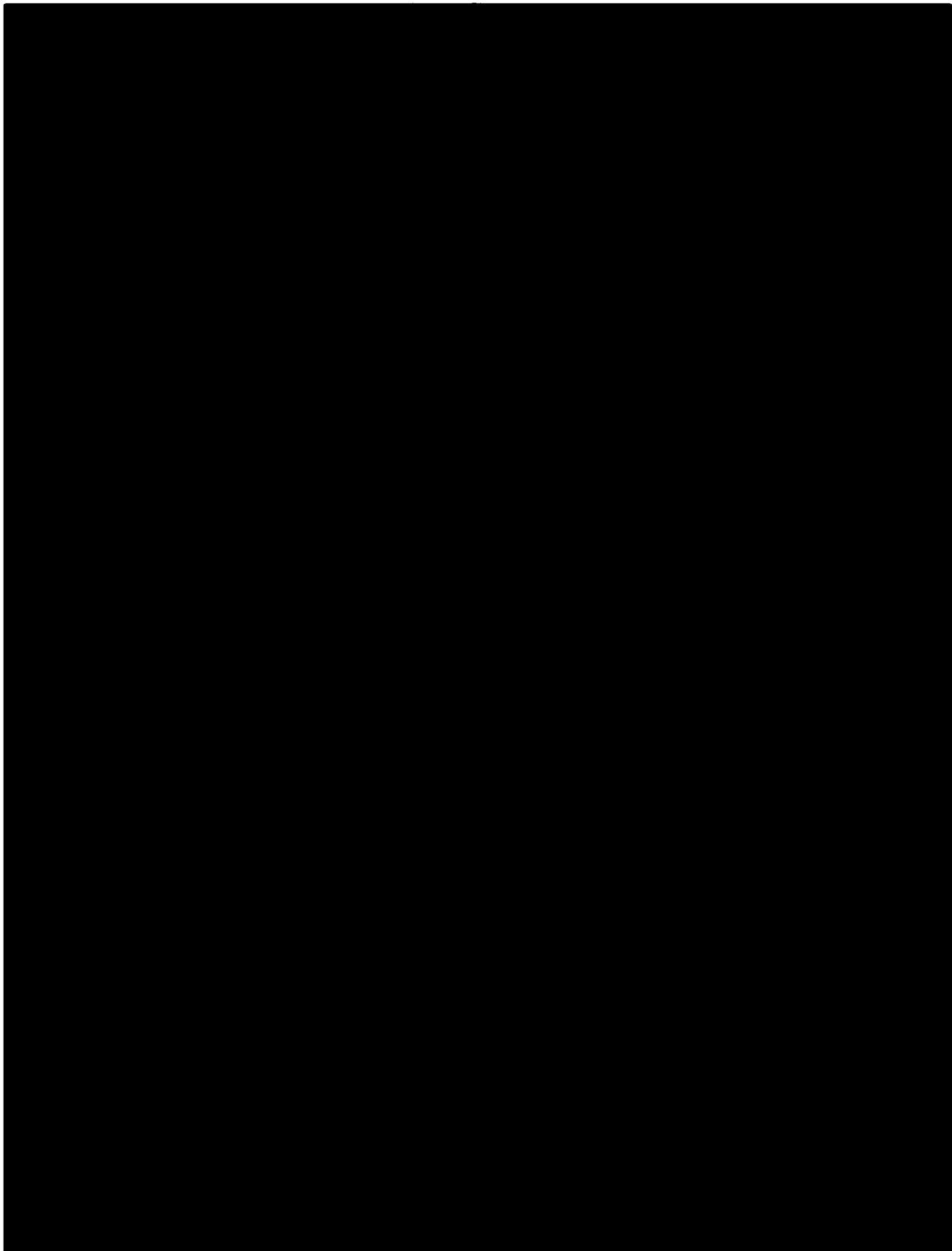


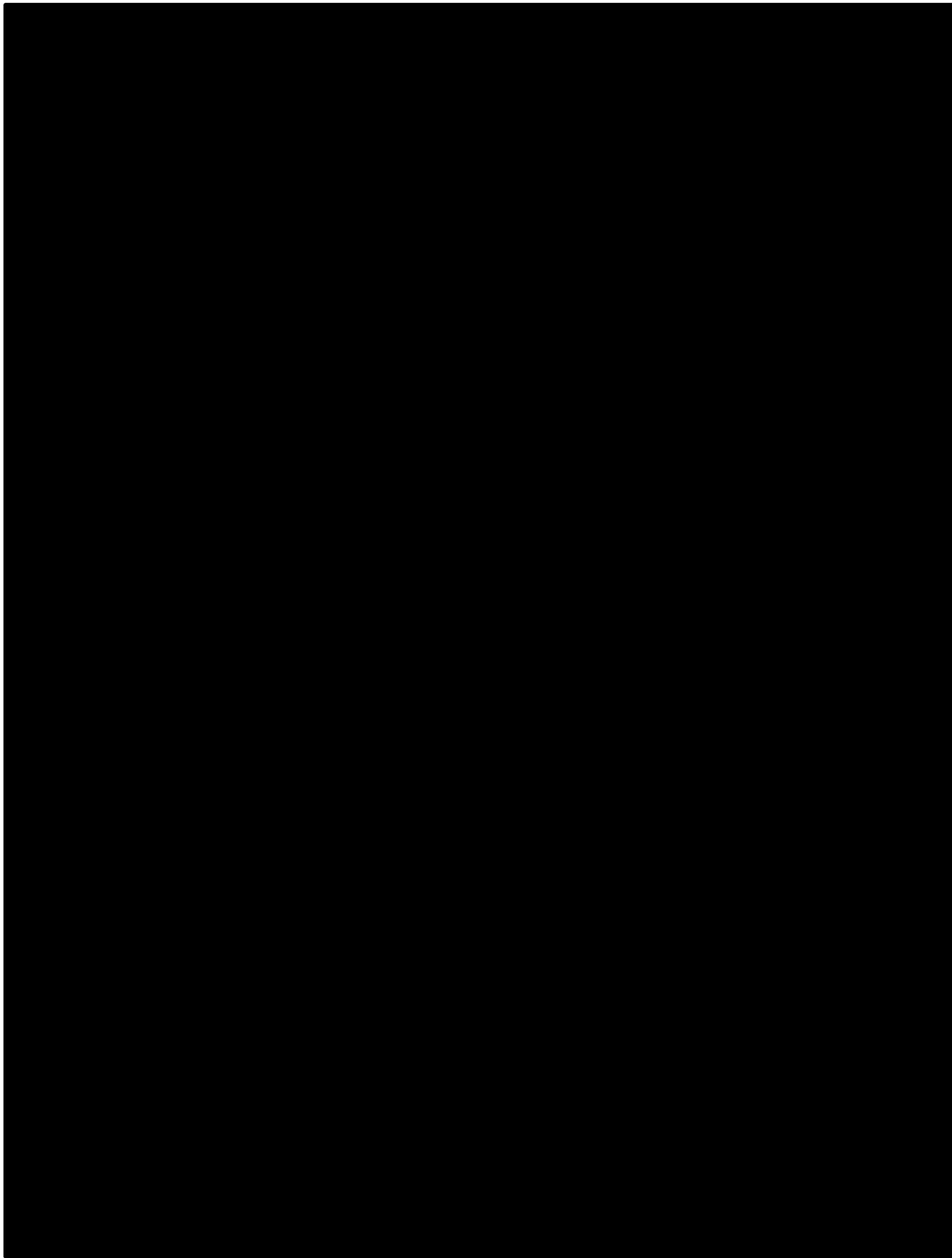
(v) All Intellectual Property of Seller listed on Schedule 2.1(v) (including without limitation, the Assignor's and any Subsidiary's goodwill therein and the names "IgnitionOne" and "Netmining", or any variation thereof) and all rights, privileges, claims, causes of action and options relating or pertaining to such Intellectual Property; and

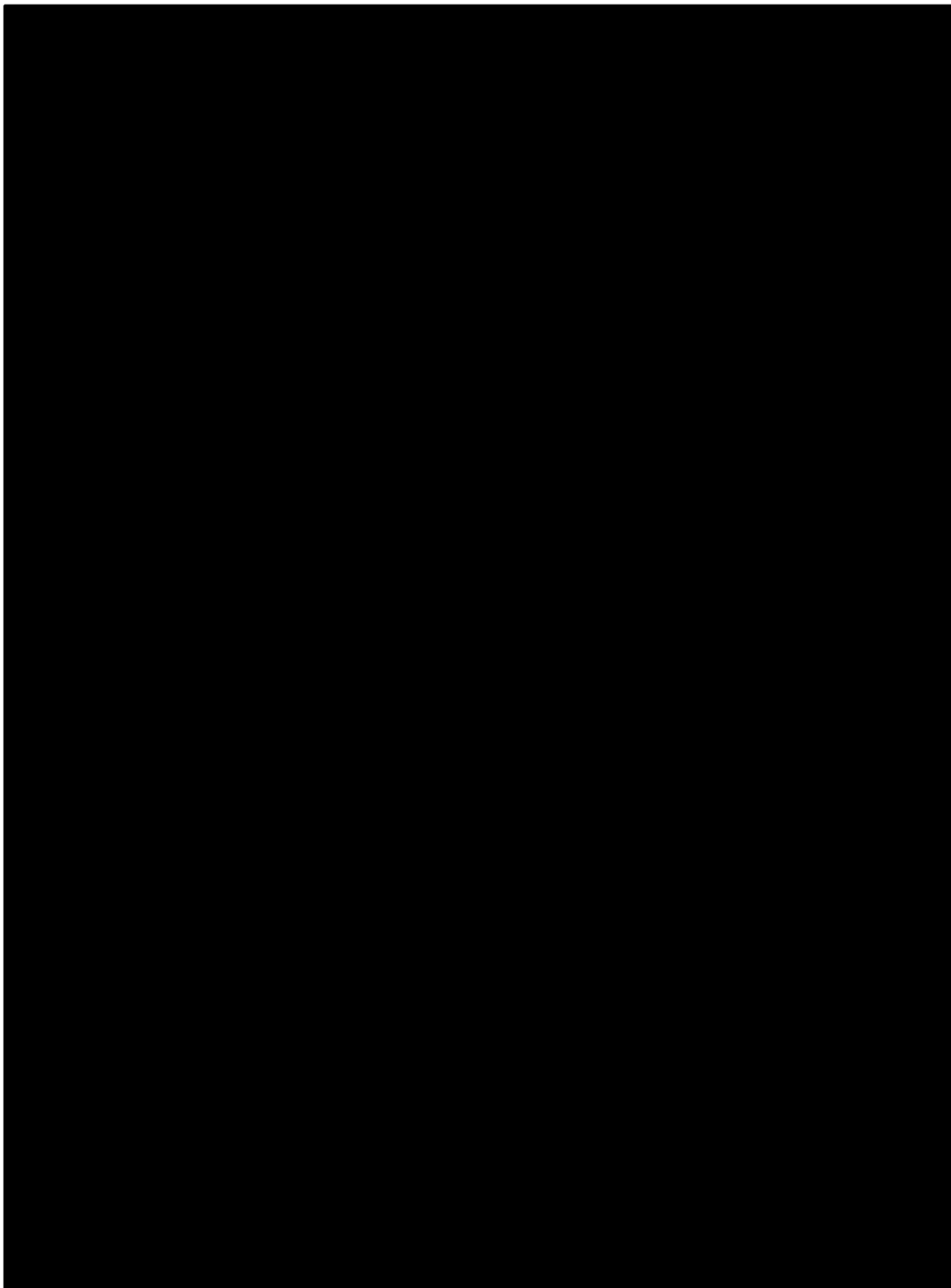


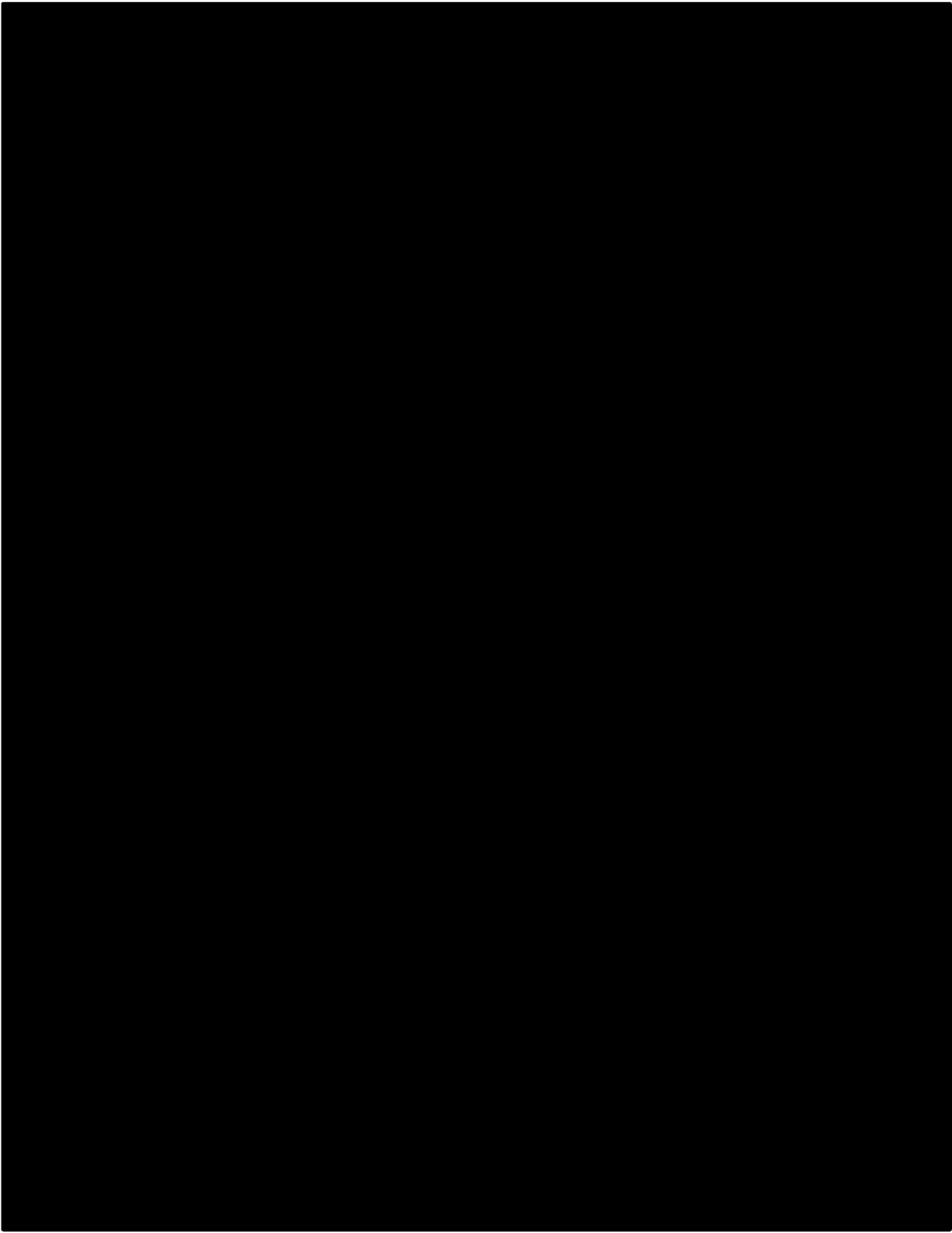


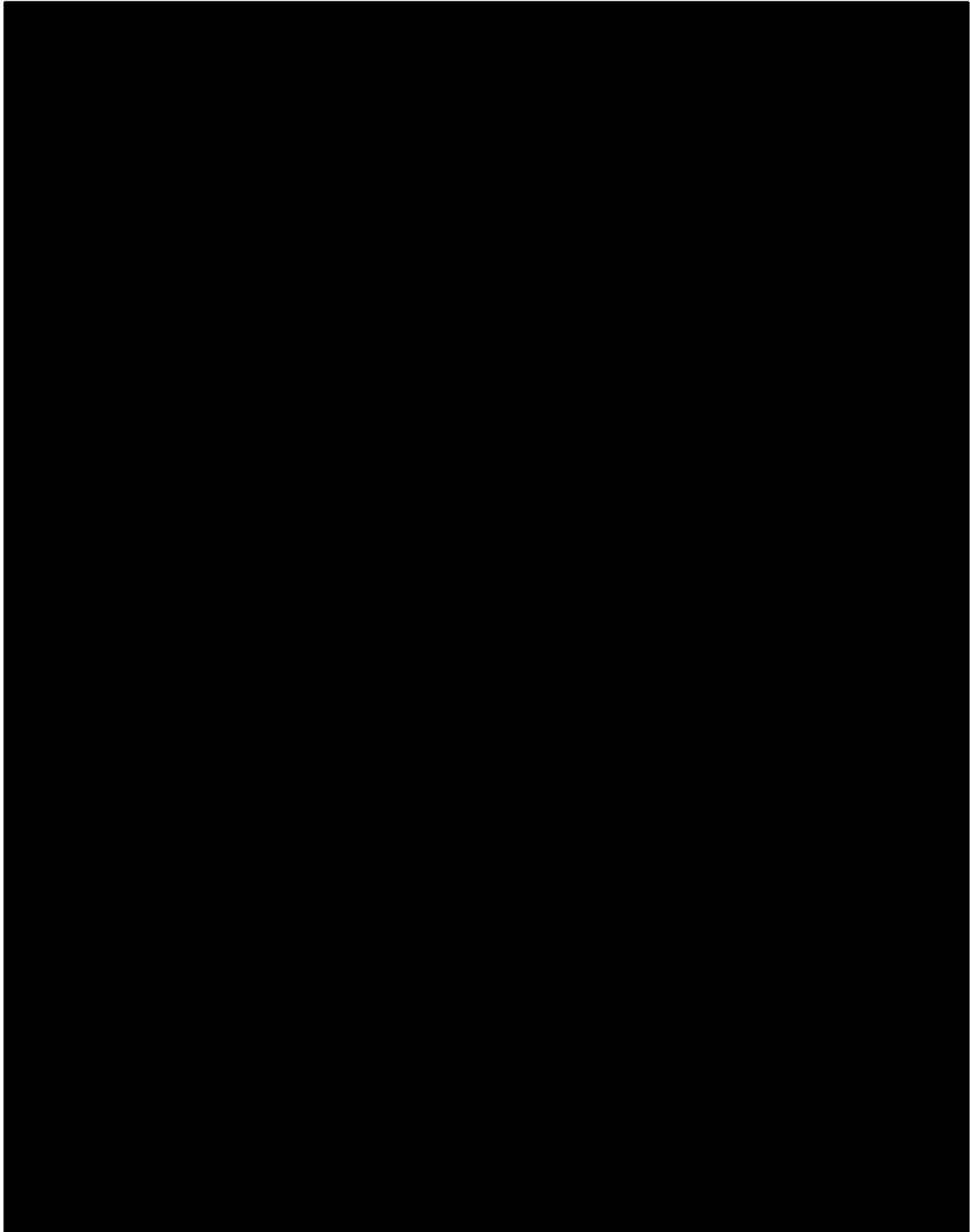






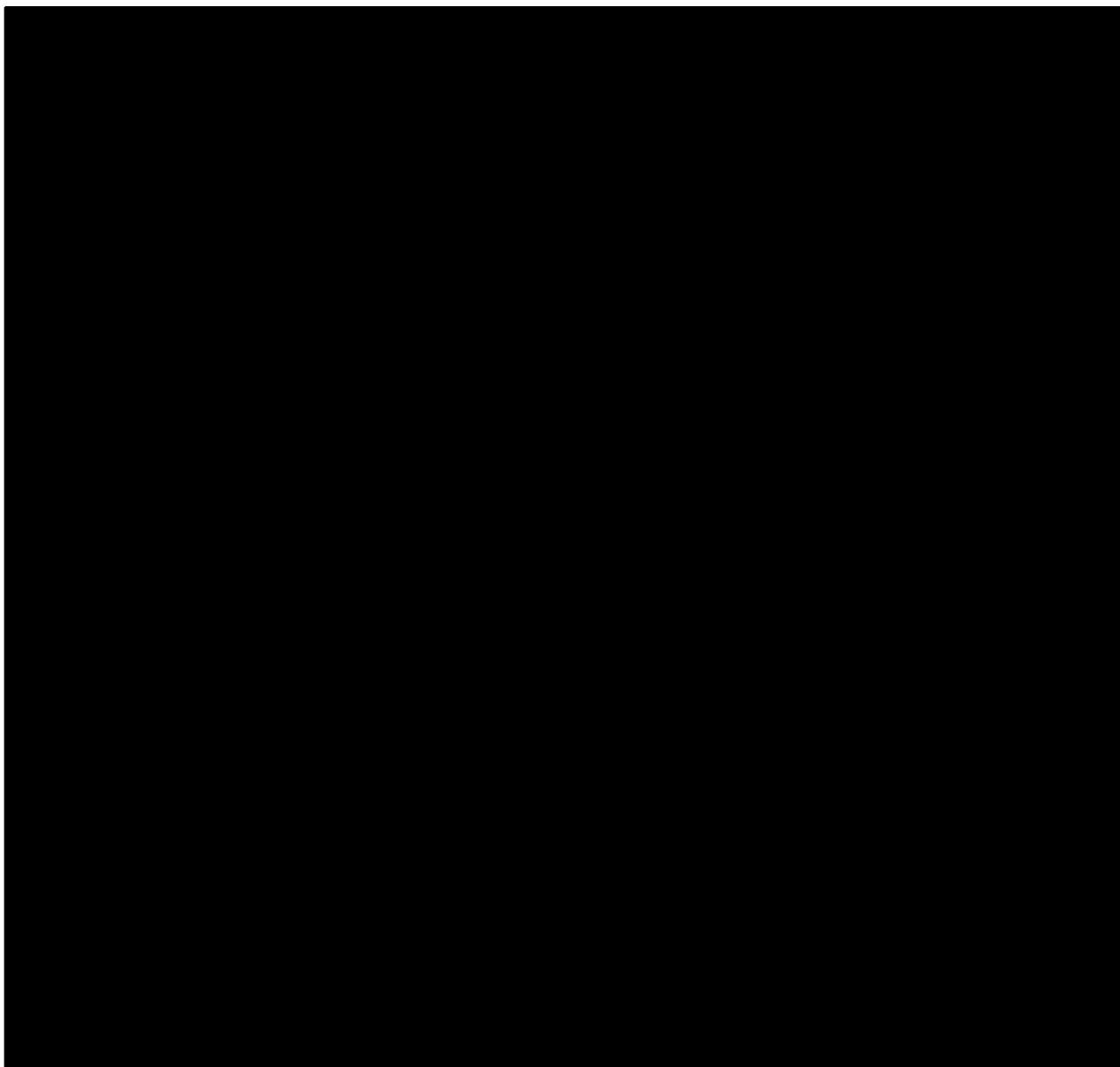


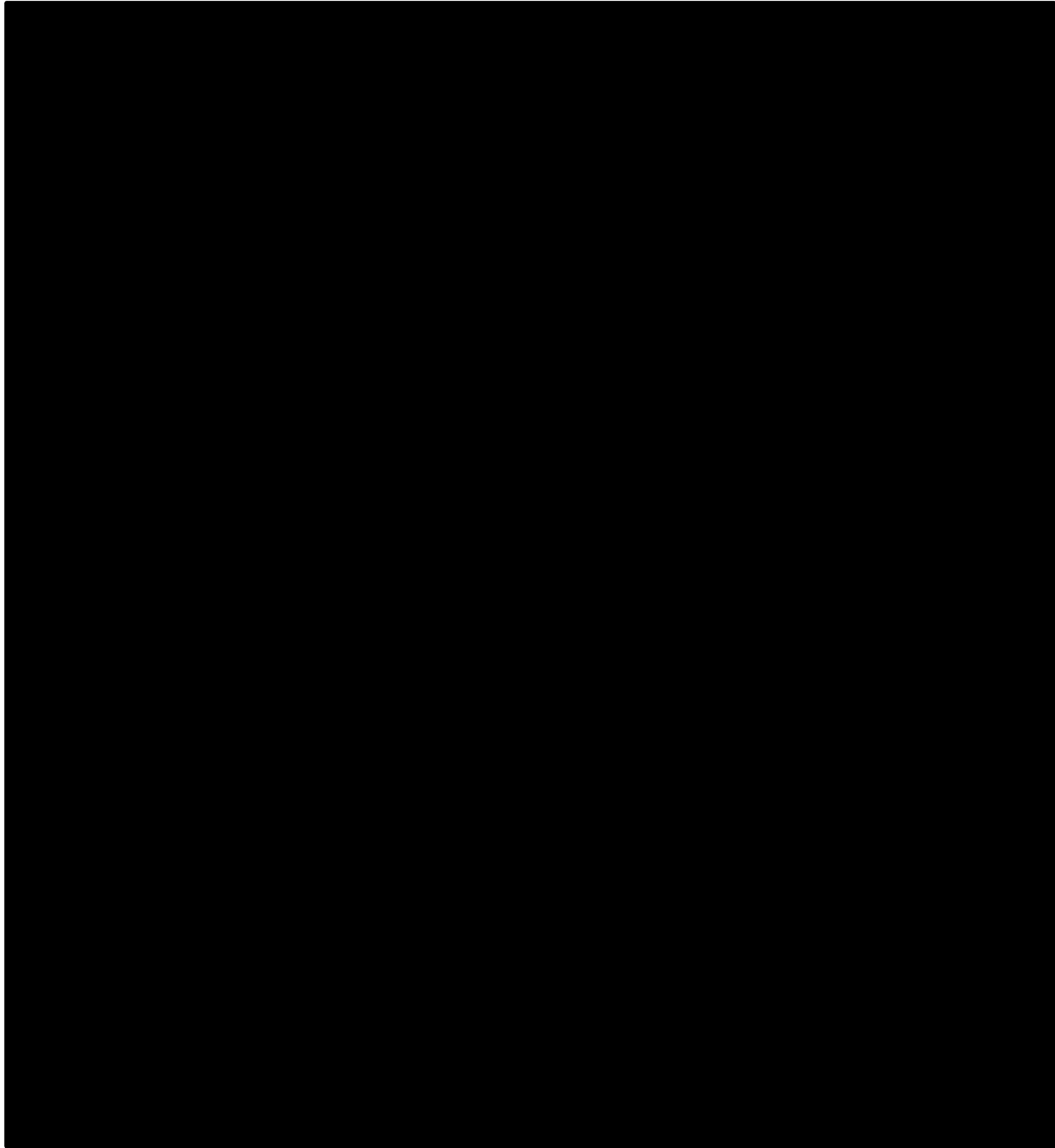


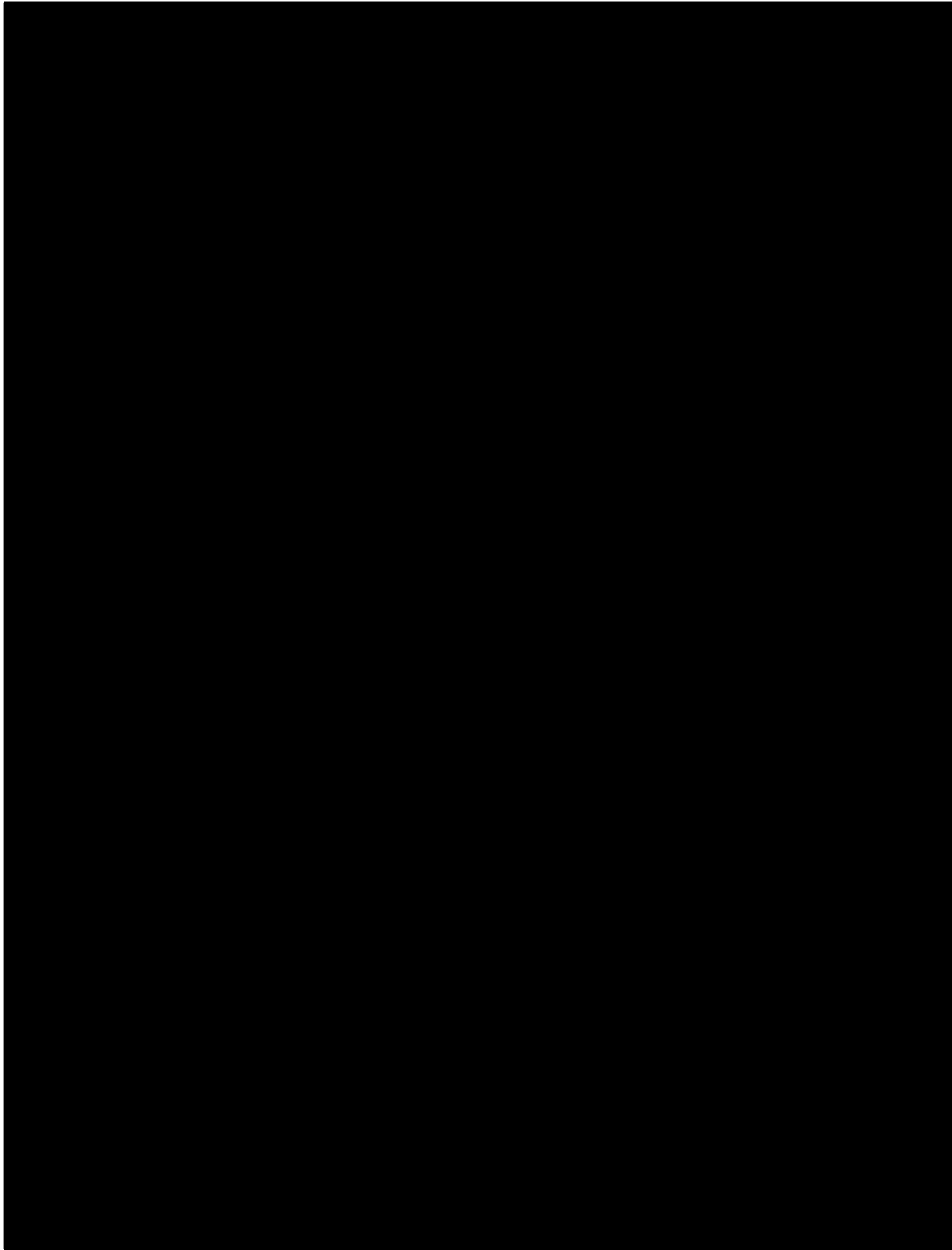


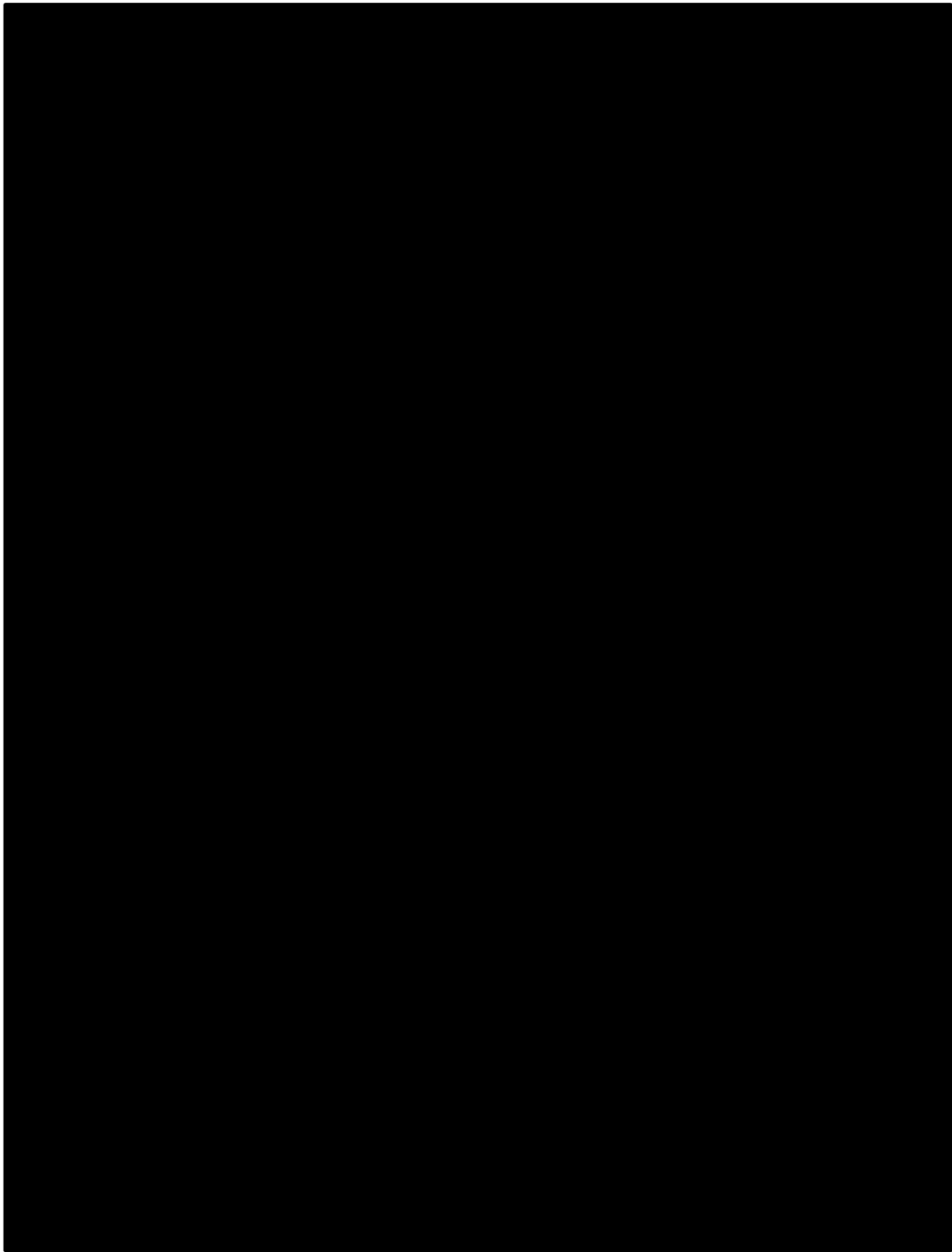
**ARTICLE IV
INSTRUMENTS OF TRANSFER**

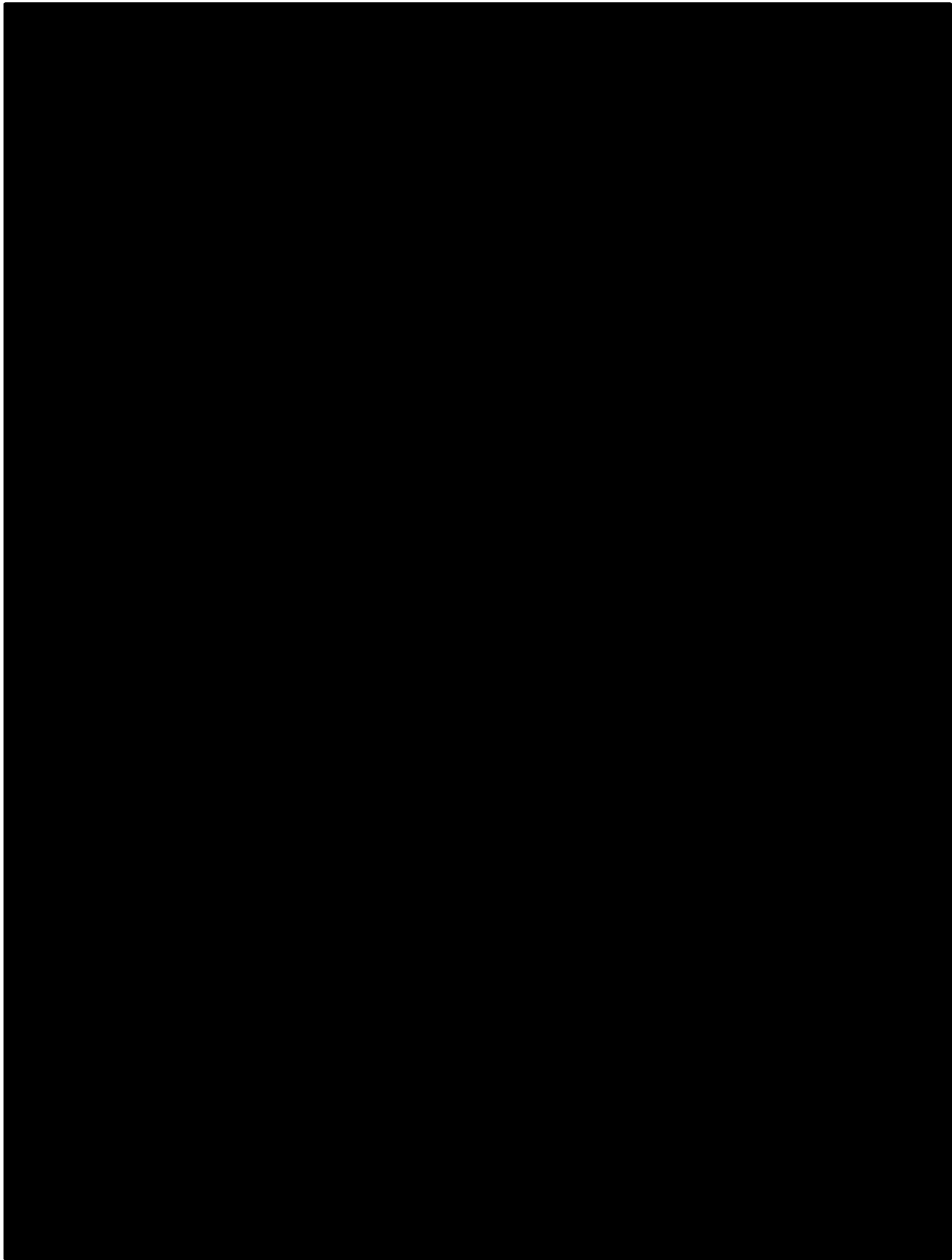
Section 4.1 Transfer Documents. At the Closing, Seller will deliver to Zeta (a) a Bill of Sale in form and substance reasonably satisfactory to Purchaser (the “*Bill of Sale*”), and (b) all such other good and sufficient instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement, including, without limitation, an assignment of the intellectual property used in the business in form and substance reasonably satisfactory to Zeta (the “*Intellectual Property Assignment Agreement*”) and any other assignments as shall be reasonably necessary to vest in Zeta all of Seller’s right and title to, and interest in, the Zeta Assets.

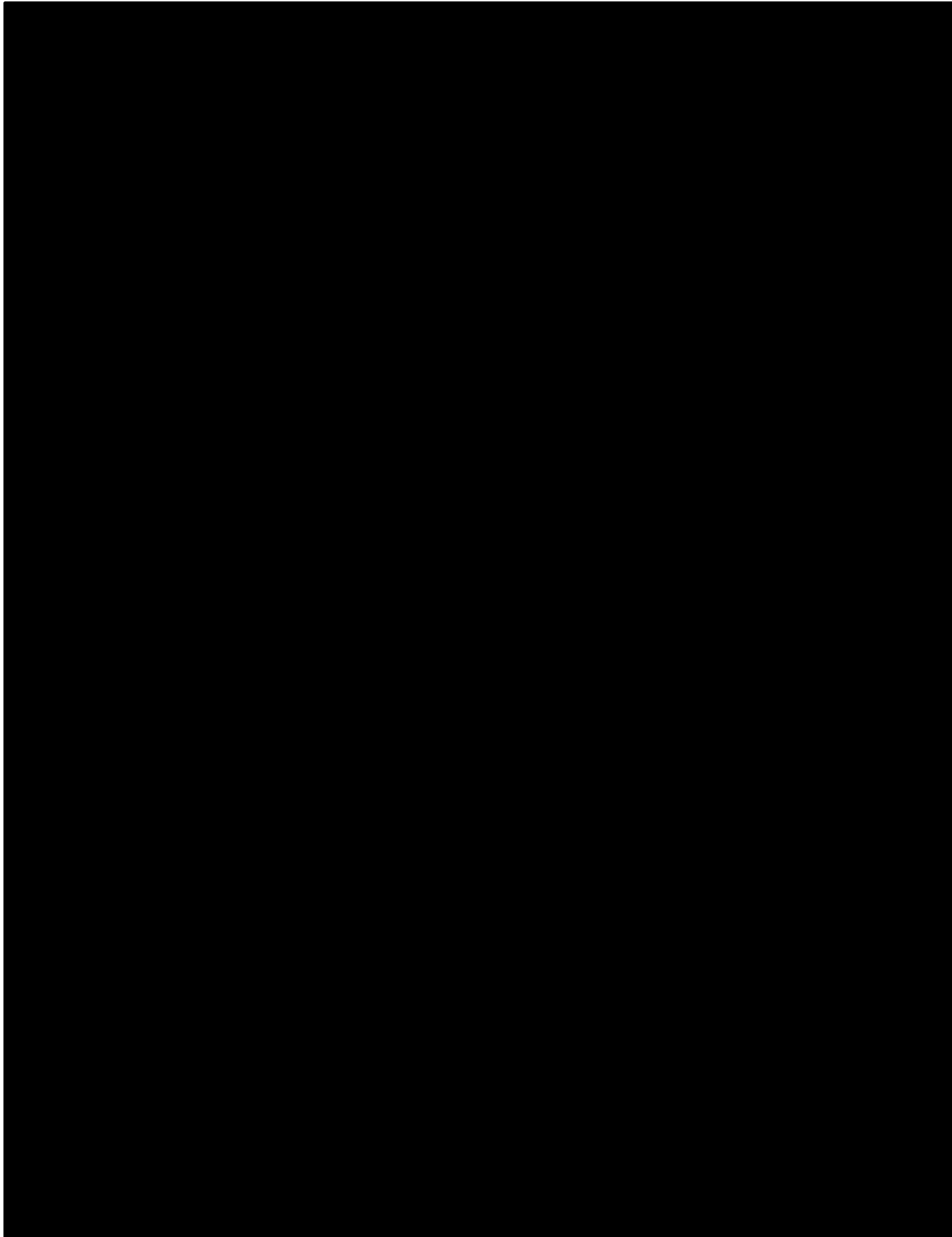


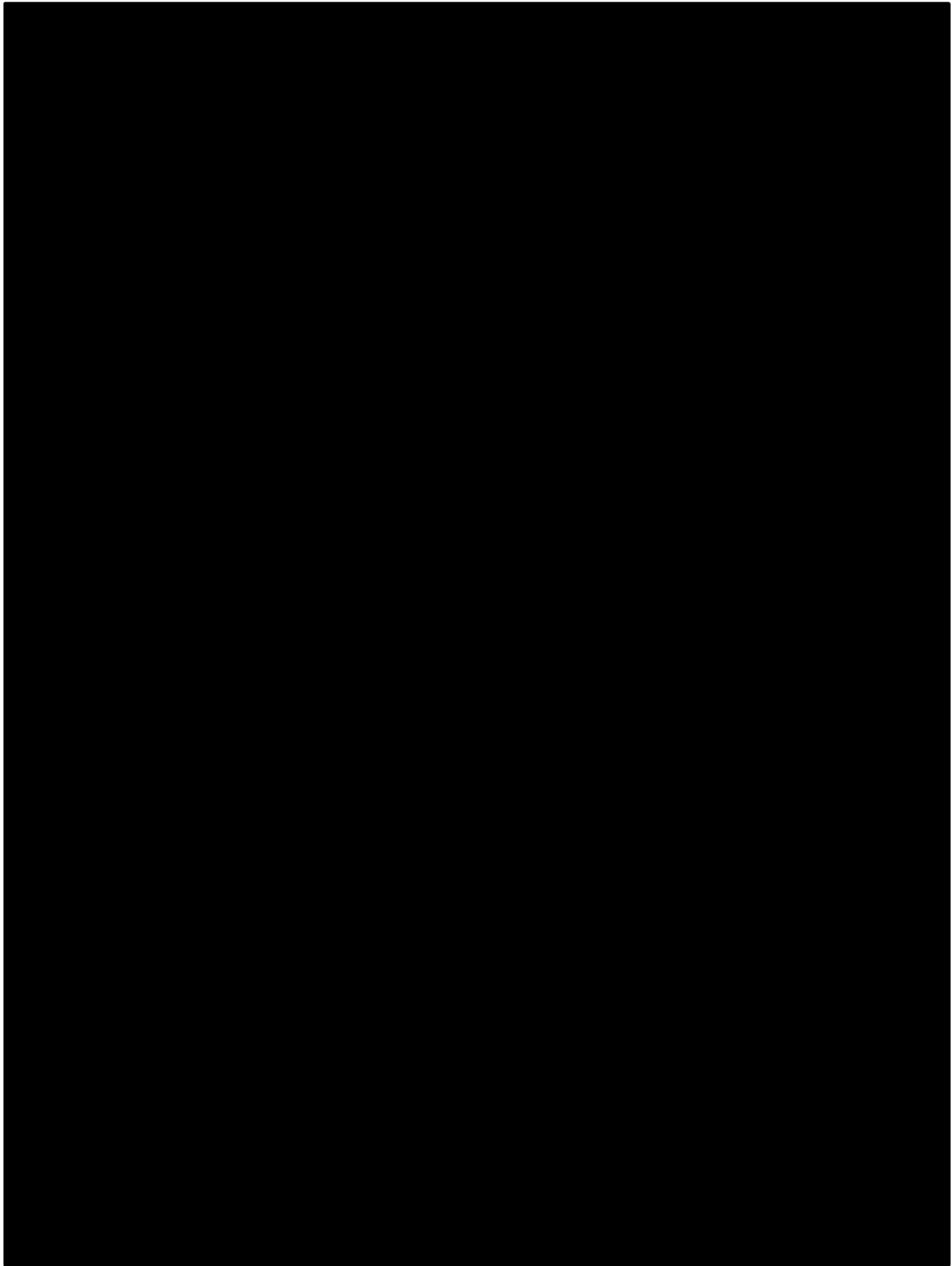


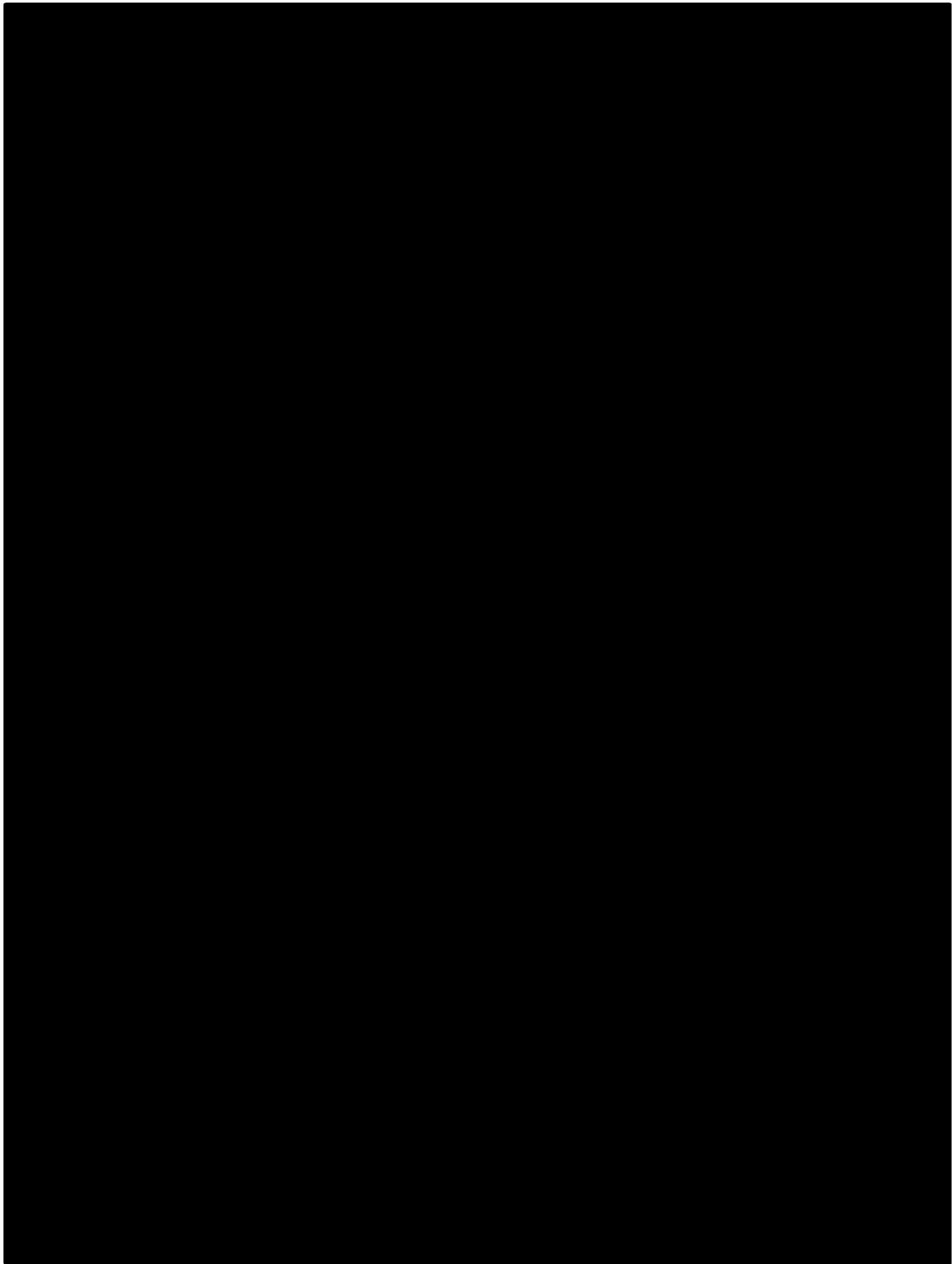


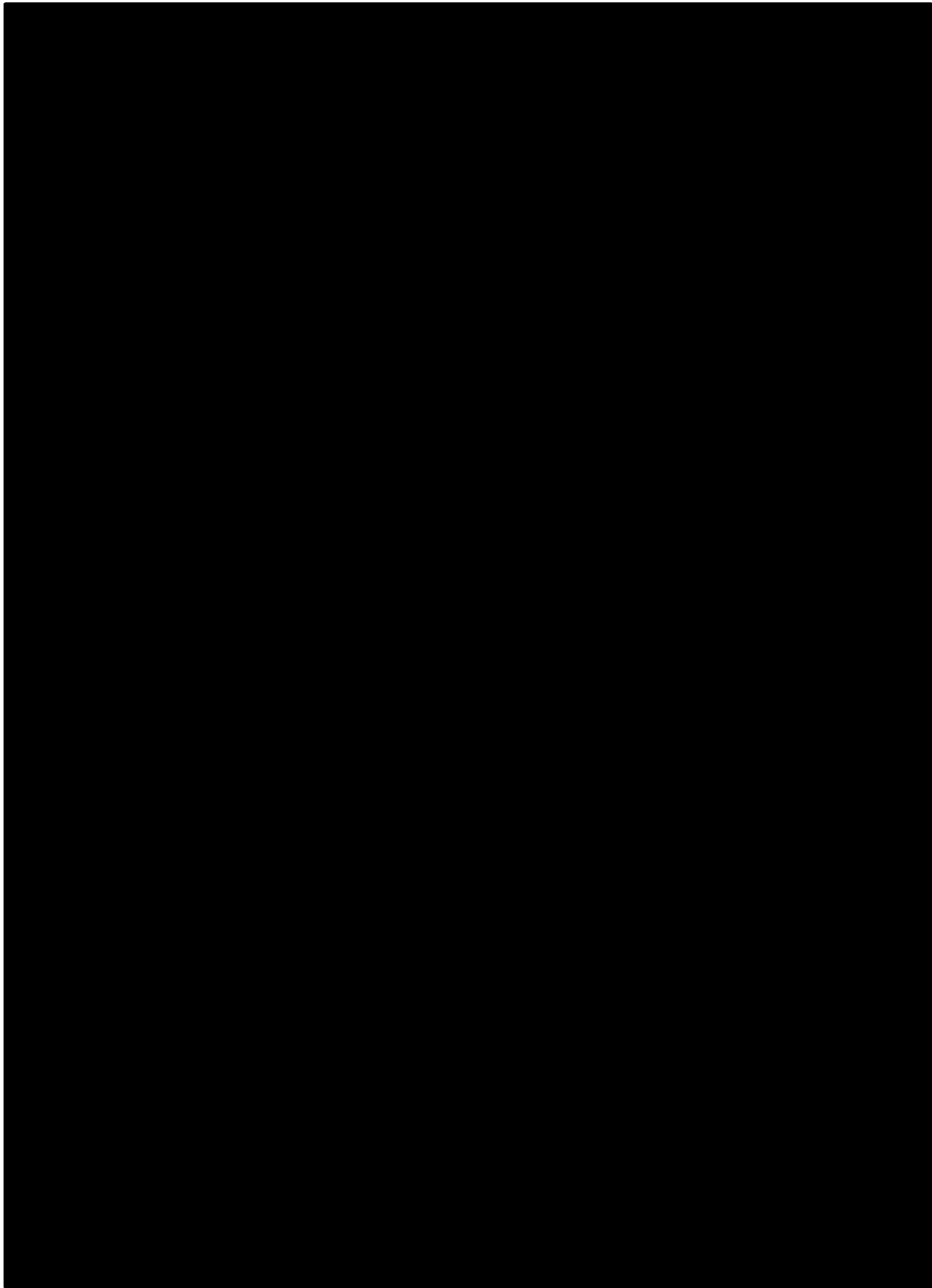


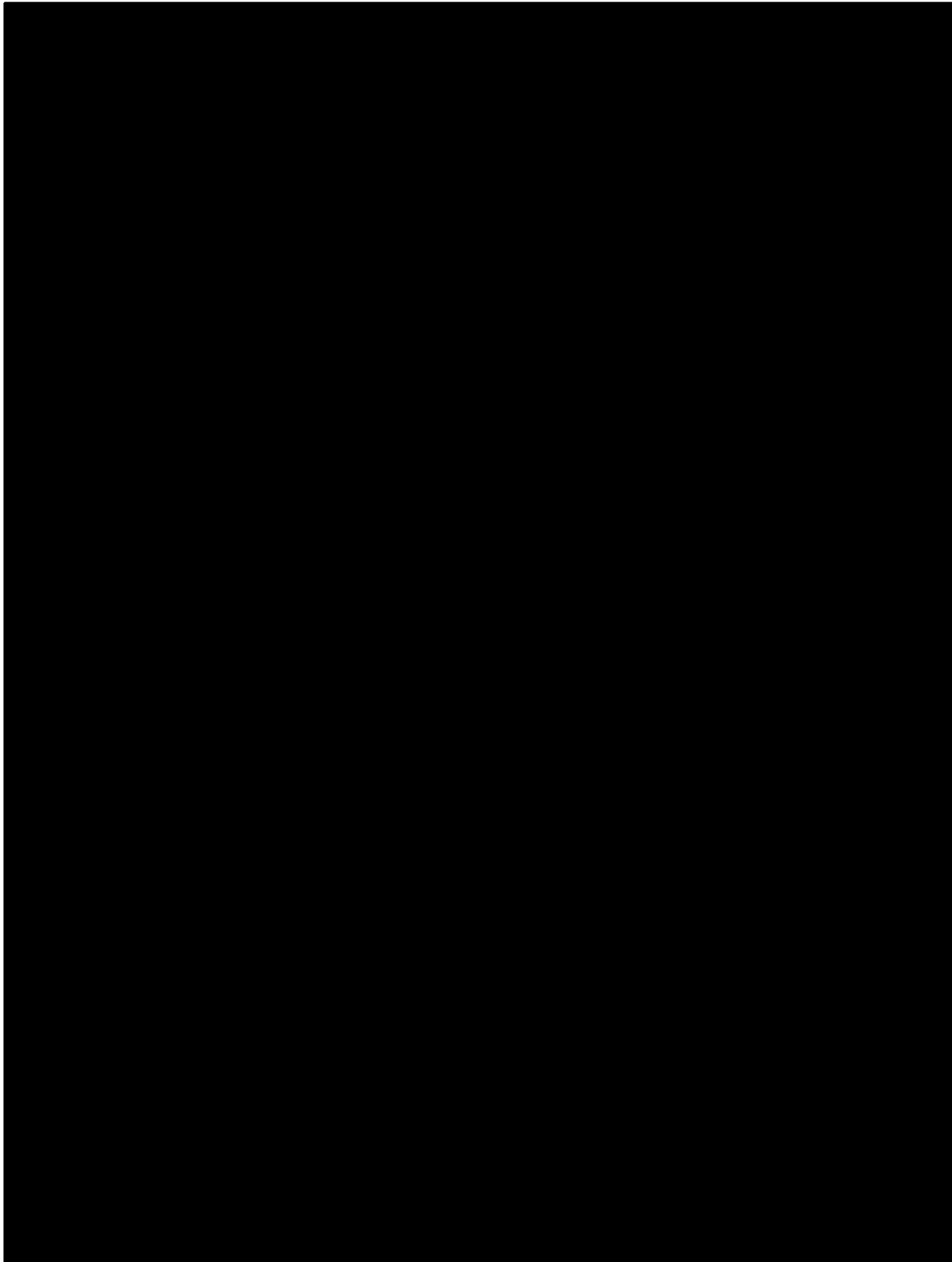


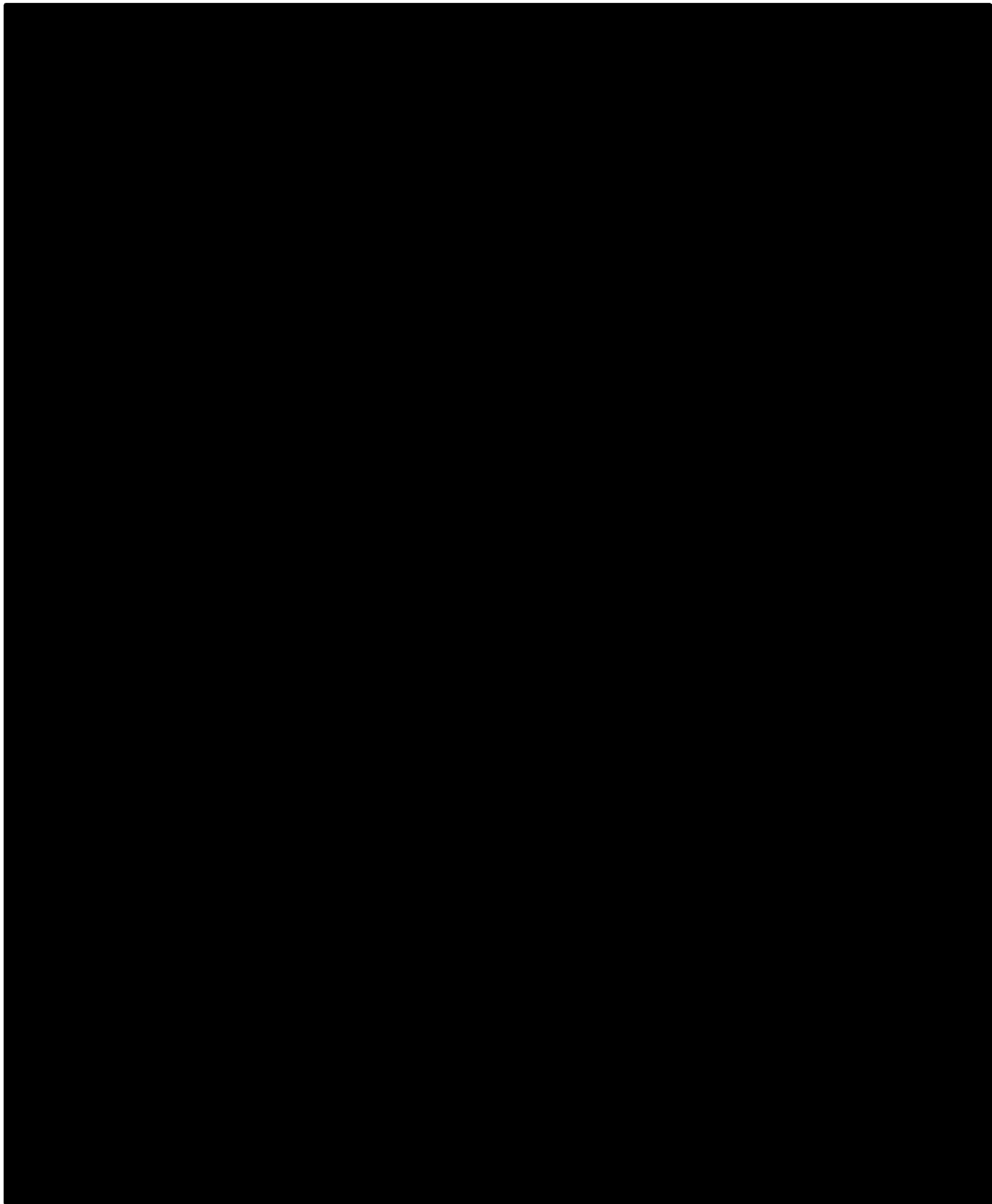


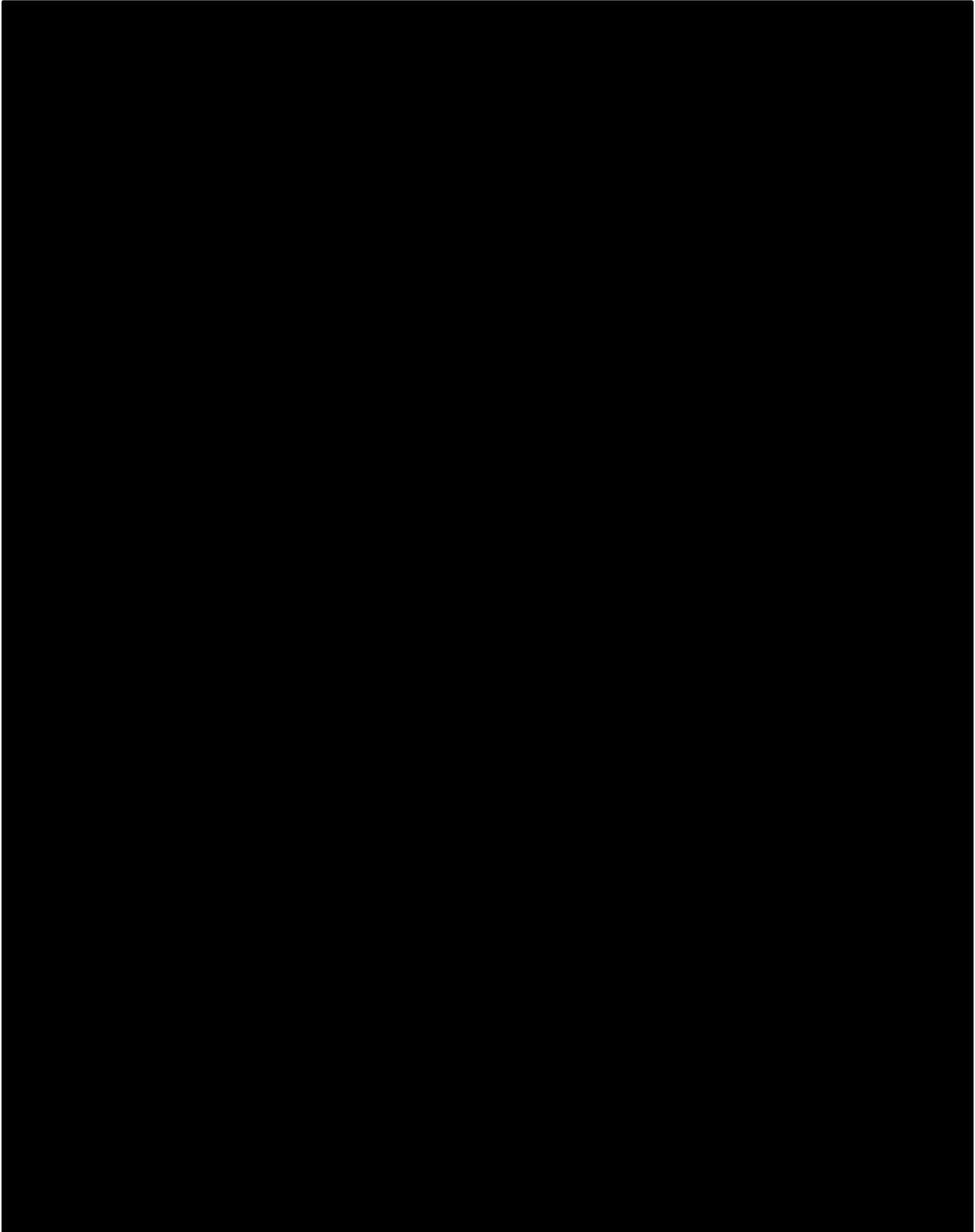


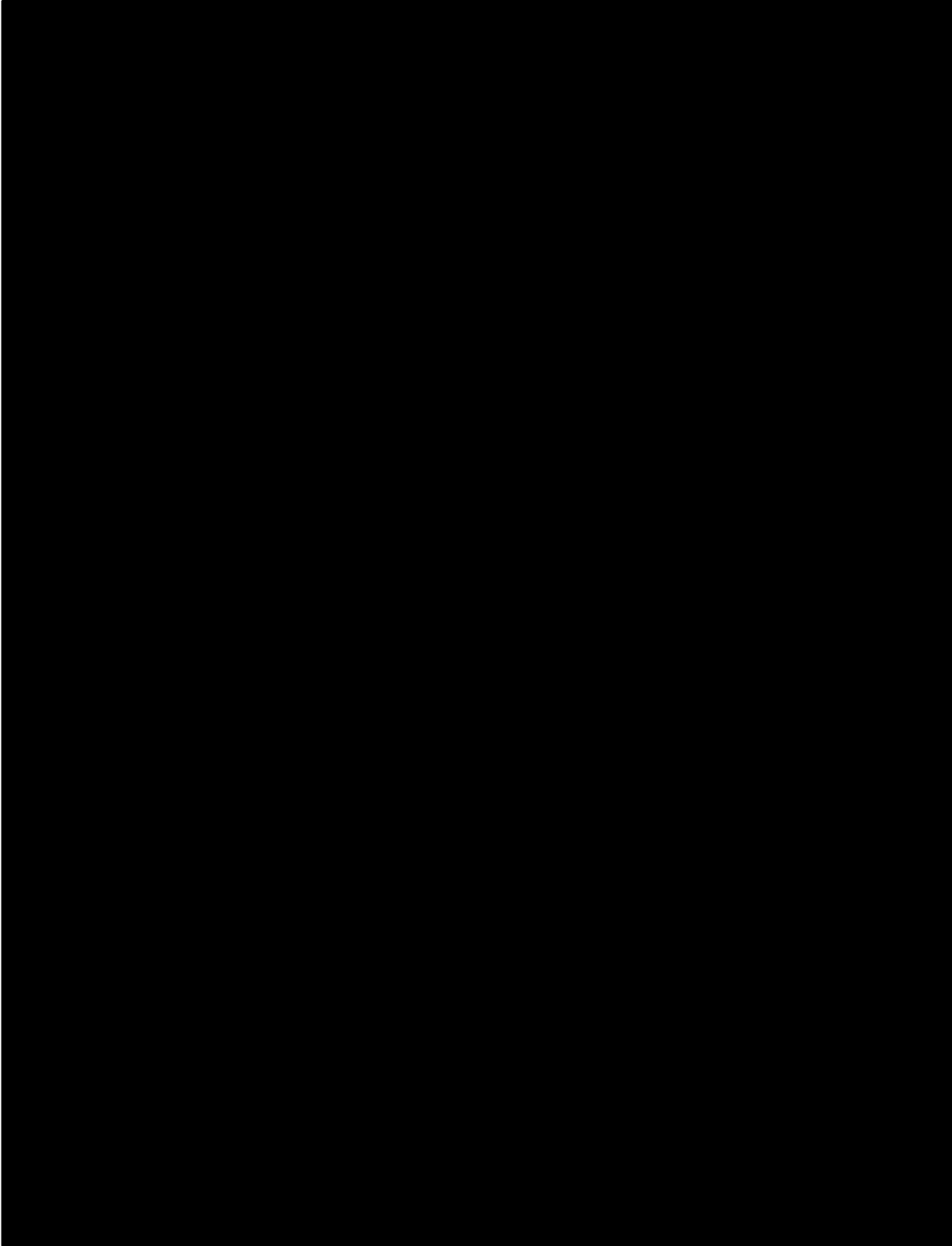


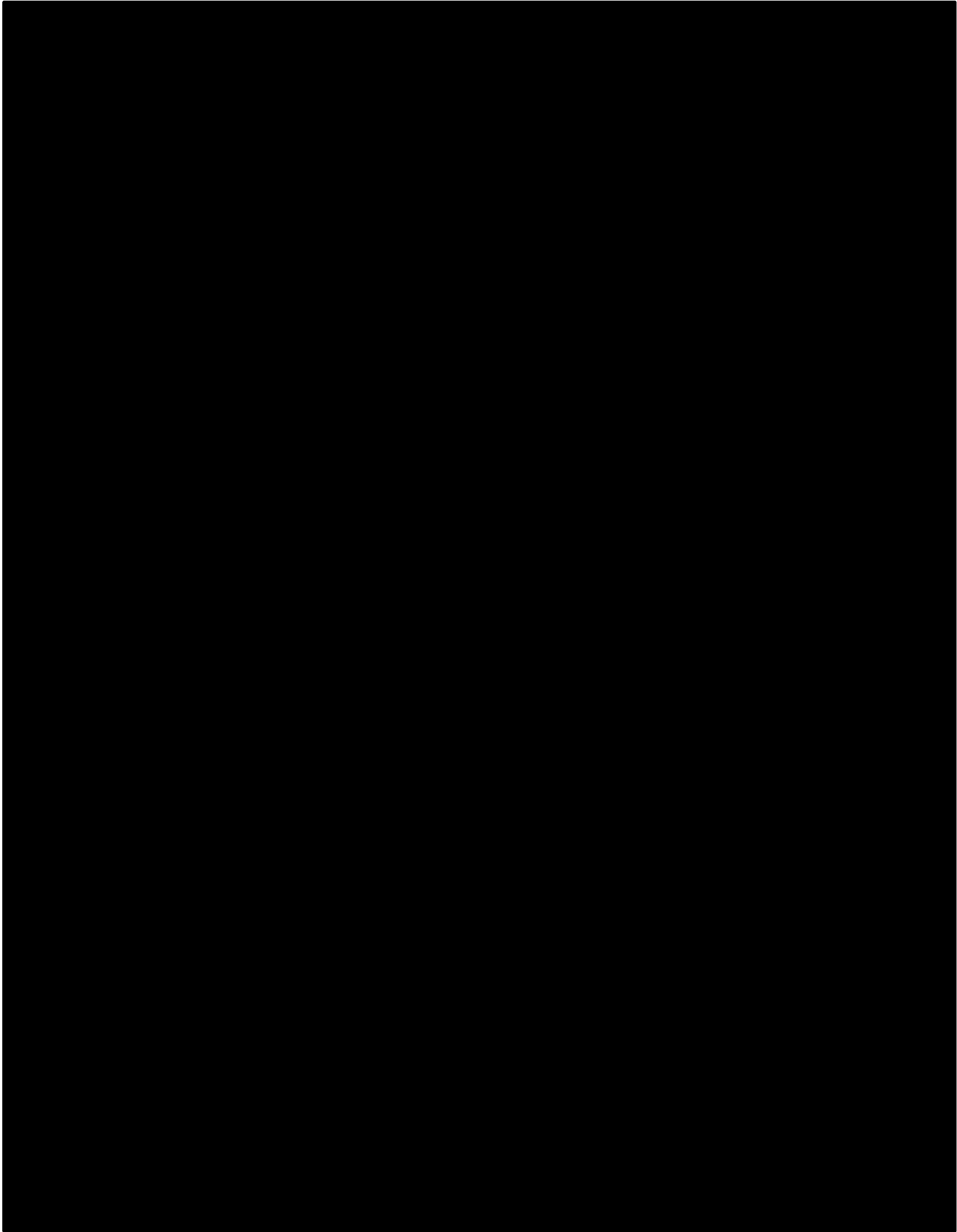


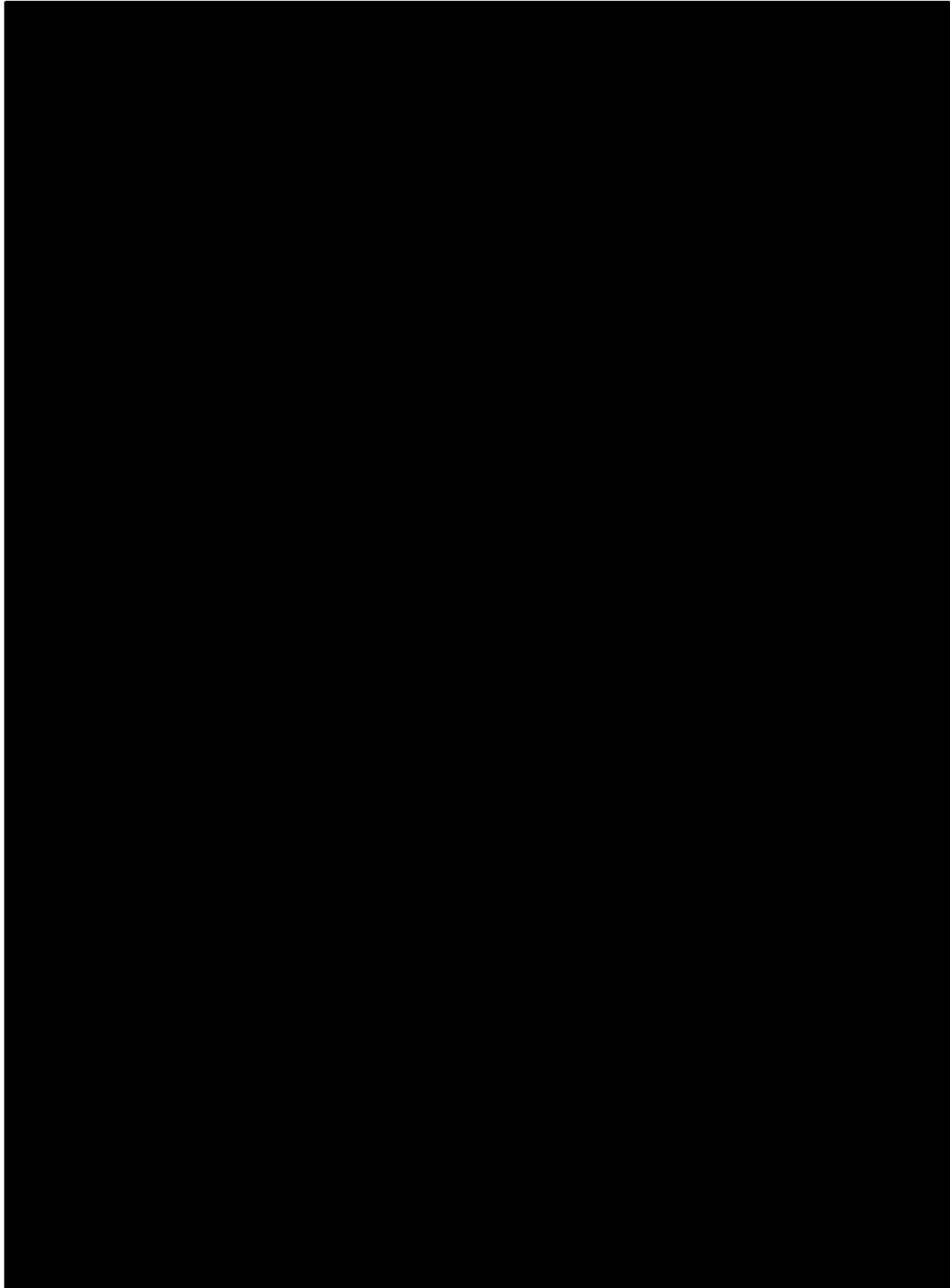


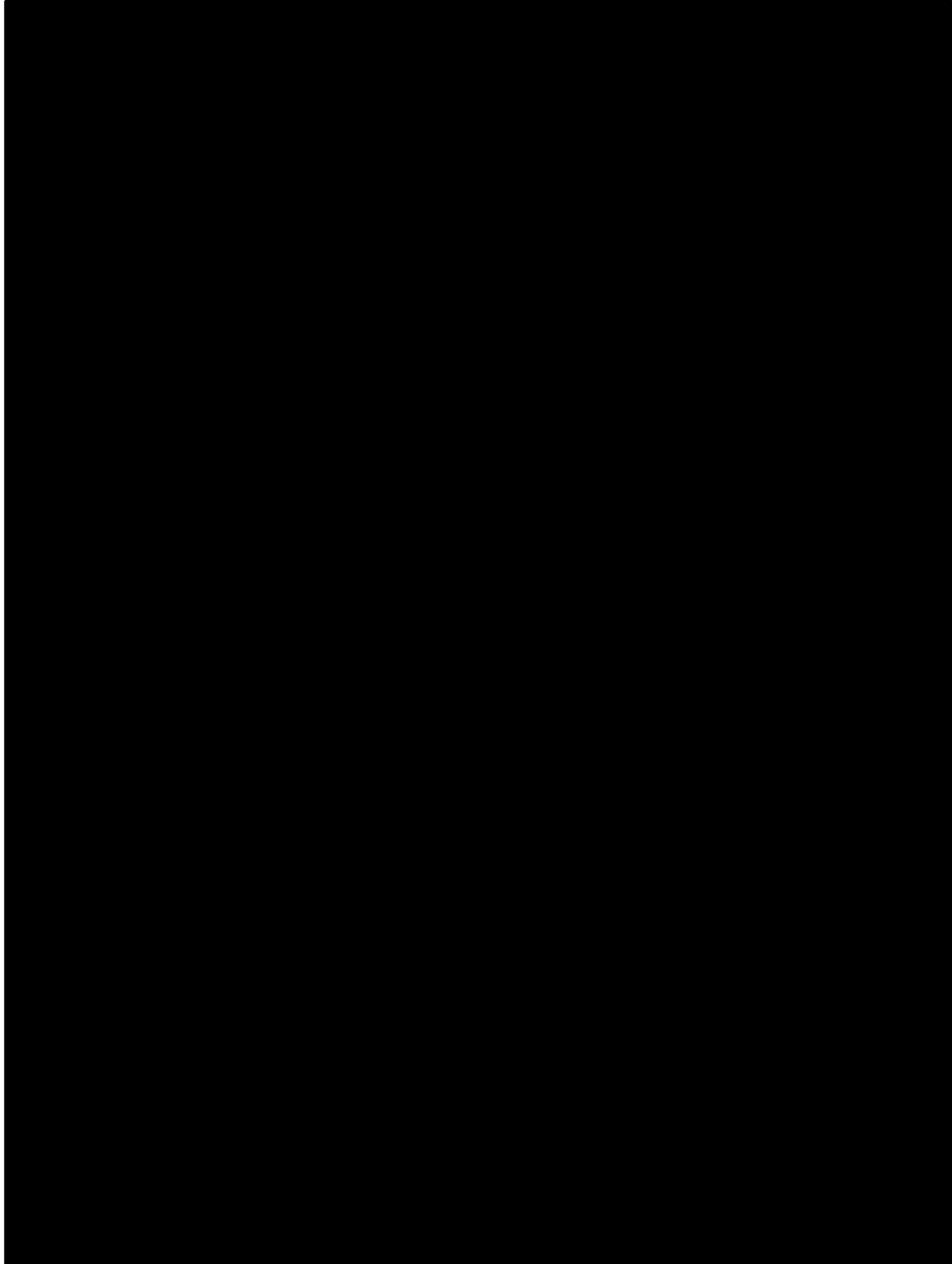










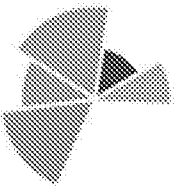


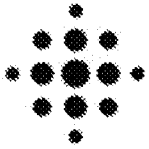
Schedule 2.1(v)

Assigned Intellectual Property

Patents			
Country	Patent / Application #	Description	Status
US	7593868	Methods for providing contextual advertising information	Issued
US	8005715	Domain template management system	Issued
US	14/178708	Method for predicting an outcome by a user	Pending
US	14/721177	Method for attributing engagement score	Pending
CA		Method for predicting an outcome by a user	Pending
US	14887600	Method for forecasting of asset marketing	Pending
CA		Platform for communicating across channels	Issued
US	15/059645	Method for data enrichment	Pending


U.S. Trademarks

Trademark	Registration Number
APPAUDIENCE	4747513
HITSINTOLEADS	3770048
IGNITION ONE	4104358
LIVEMARKETER	4261672
NETMINING	3809095
SCORE-POWERED	5686580
SEARCHIGNITE	3082898
SPOT	3255529
Design Only 	4747514

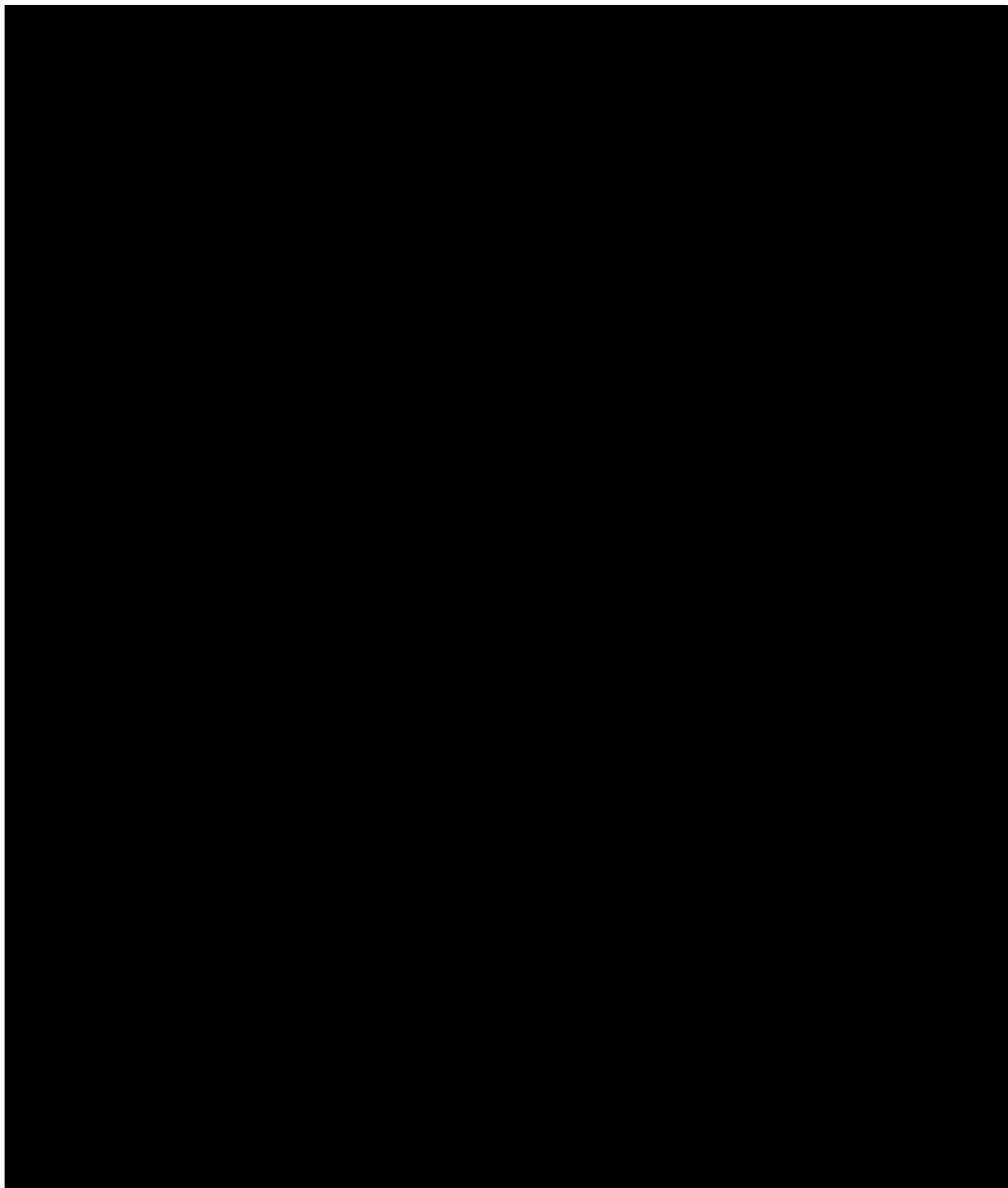
Trademark	Registration Number
<u>KNOW YOUR AUDIENCE</u>	5239212
<u>Design Only</u> 	5025656

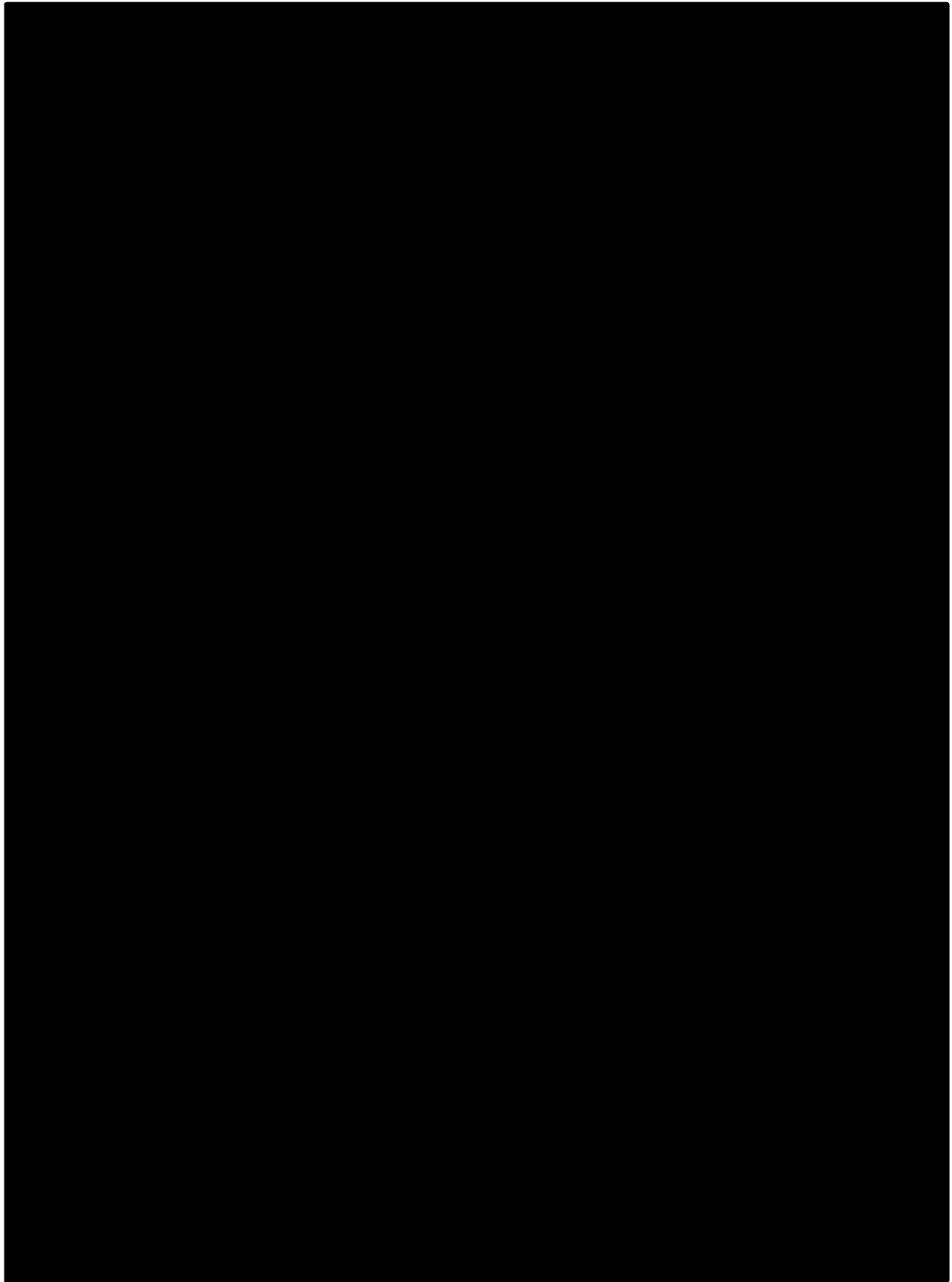
Non-US Trademarks

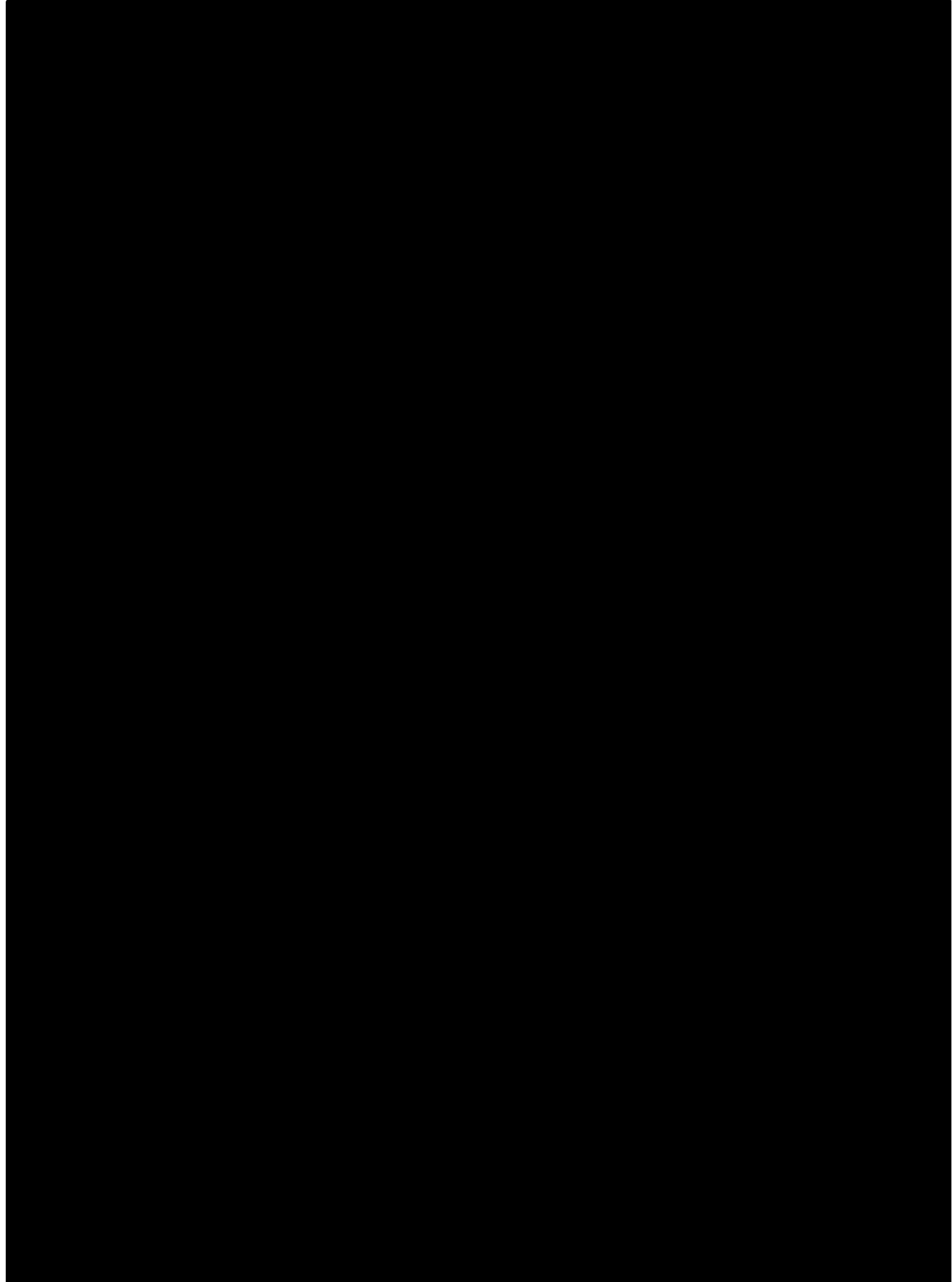
Jurisdiction	Trademark	Registration / Application Number
WIPO	NETMINING	766663
Canada	IGNITION ONE	TMA837057
Canada	NETMINING	TMA773173
Mexico	IGNITION ONE	1371583
Mexico	IGNITION ONE	1431976
Benelux	NETMINING	0683021
Turkey	ignition one IGNITION ONE	2012 51199
European Union (EUTM)	HITSINTOCONTENT	008124224
European Union (EUTM)	HITSINTOLEADS	008124117
European Union (EUTM)	IGNITION ONE	009752544
European Union (EUTM)	LIVEMARKETER	008432916

Jurisdiction	Trademark	Registration / Application Number
European Union (EUTM)	SITEINSIGHTS	009284597
Australia	IGNITION ONE	1409807
Australia	IGNITION ONE	1528756
China	IGNITION ONE and Design 	9133875
China	IGNITION ONE and Design	9133874
Hong Kong	IGNITION ONE	301838322
India	IGNITION ONE	1179675
Singapore	IGNITION ONE	T1102146G
Argentina	IGNITION ONE	2891155
Brazil	IGNITION ONE	831148322
Brazil	IGNITION ONE	831148314
Chile	IGNITION ONE	1076060
Colombia	IGNITION ONE	482830
China		7369334
EU (EUTM & RCD)		8124381
France		766663
Hong Kong		301838322
Italy		766663
Japan		5460852
Japan		5280243
Japan		5,392,550
Japan		5388962

Jurisdiction	Trademark	Registration / Application Number
Russia		500134
Spain		766663
Switzerland		766663







EAST\170277340.1

RECORDED: 01/30/2020

**TRADEMARK
REEL: 006850 FRAME: 0808**