

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTBUG OPERATING LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PROVIDENT BANK		
Street Address:	5 MARKET STREET		
City:	AMESBURY		
State/Country:	MASSACHUSETTS		
Postal Code:	01913		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5918019	SMARTBUG MEDIA	
Registration Number:	5918020	INTELLIGENT INBOUND	
Registration Number:	5918018	SMARTBUG.	
CORRESPONDENCE DATA			
Fax Number:	8602189683		
<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:	860-275-6743		
Email:	smason@mccarter.com		
Correspondent Name:	Sharon Mason		
Address Line 1:	185 Asylum Street		
Address Line 2:	McCarter & English 36th Floor		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	SHARON M. MASON		
SIGNATURE:	/SHARON M. MASON/		
DATE SIGNED:	01/31/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY PLEDGE AND SECURITY AGREEMENT ("*Agreement*") is entered into as of January 31, 2020, by and among (a) **THE PROVIDENT BANK**, Massachusetts chartered stock savings bank with an address of 5 Market Street, Amesbury, MA 01913 ("*Secured Party*"), and (b) **SMARTBUG OPERATING LLC**, a Delaware limited liability company with a mailing address of c/o American Discovery Fund, Attention: Jeff Gelles, 11150 Santa Monica Blvd, Suite 1425, Los Angeles, CA 90025 and a chief executive office located at 27 Valley Terrace, Irvine, California 92603 ("*Debtor*").

This Agreement is being delivered by Debtor to Secured Party pursuant to the Loan Agreement, dated as of the date hereof, by and among Secured Party, Debtor, SmartBug LLC, a Delaware limited liability company, and such other entities which may hereafter join therein pursuant to the terms thereof (the "*Loan Agreement*"). All capitalized terms used herein and not otherwise defined have the same meaning ascribed to them in the Loan Agreement.

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, as herein defined, Debtor agrees as follows:

1. PLEDGE AND GRANT OF SECURITY

1.1. Secured Obligations. The security interest granted hereby shall secure the payment and performance of all of Debtor's obligations to Secured Party, including but not limited to those pursuant to the Loan Agreement, the Notes and the other Financing Agreements, including without limitation the payment of any outstanding indebtedness thereunder (the "*Obligations*").

1.2. Pledge and Grant of Security Interest. To secure its Obligations, Debtor grants and pledges to Secured Party a first priority security interest in, and lien upon, all of Debtor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following:

(a) any and all 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) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(d) all 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*");

(e) any 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 Debtor connected with and symbolized by such trademarks (collectively, the "*Trademarks*");

(f) any and all claims for damages by way of past, present and future infringements 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;

(g) to the extent assignable, all licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights

(h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(i) all Intellectual Property as defined in that certain Membership Interest Purchase Agreement dated as of the date hereof (the "*SPA*") by and among ADF Smartbug Holdings, LLC, a Delaware limited liability company, Sosamo, LLC, a Delaware limited liability company, Ryan Malone and Julia Feldman, including, without limitation, as identified on Exhibit A hereto, whether or not Copyrights, Patents or Trademarks; and

(j) all 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.

Debtor hereby authorizes Secured Party to (a) modify this Agreement unilaterally solely with respect to amending the exhibits to this Agreement to include any Intellectual Property Collateral which Debtor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral. Debtors expressly acknowledged and agree that the Secured Party may cause this Agreement to be recorded with the United States Patent and Trademark Office and the United States Copyright Office in Washington, D.C.

1.3. Financing Statements and Other Action. Debtor agrees to do all acts that Secured Party reasonably deems necessary or desirable to protect the security interest granted hereby or to otherwise carry out the provisions of this Agreement, including, but not limited to, the executing financing, continuation, amendment and termination statements and similar instruments. After and effective upon an Event of Default and until such Event of Default is timely cured to Secured Party's sole satisfaction or waived in Secured Party's sole discretion, Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact to (a) do all acts Debtor may be required to do under this Agreement and (b) file any and all financing statements Secured Party deems necessary or advisable to protect, maintain or perfect its security interest in the

Intellectual Property Collateral. All reasonable charges, expenses and fees Secured Party may incur in obtaining or filing any of the foregoing shall be charged to the Debtor's account, added to the Obligations and payable on demand.

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

2. MISCELLANEOUS

2.1. Waiver of Jury Trial. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR SECURED PARTY TO ENTER INTO THE TRANSACTIONS EVIDENCED BY THE FINANCING AGREEMENTS.

2.2. Future Advances. It is the intent of the parties hereto that this Agreement shall secure all of the obligations, covenants, terms and agreements contained in the Financing Agreements, this Agreement and all other Obligations secured hereby, regardless of how they arose or were acquired, now existing or hereafter arising, regardless of the date of any advances under the Financing Agreements, and to secure any other amount or amounts that may be added to the Obligations, including, without limitation, all additional or further moneys that may be advanced by Secured Party from time to time to or on behalf of Debtor after the date hereof. Such additional advances may include, without limitation, any advances under any future revolving credit or other credit facility extended to Debtor by Secured Party. The total amount of indebtedness secured hereby may decrease or increase from time to time by the parties, which future advances of money, if made, may be evidenced by a note or notes executed by Debtor to Secured Party bearing such rate of interest and with such maturities as may be to be determined from time to time. Nothing herein contained shall be deemed an obligation on the part of Secured Party to make any future advances. Without limiting any term of this Agreement, in addition to the all of the obligations, covenants, terms and agreements contained in the Financing Agreements and all of the other and all other obligations secured hereby, this Agreement is given to, and shall, secure any and all obligations of Debtor to Secured Party arising by virtue of any security agreement, note, or other agreement between Debtor and Secured Party, and all

liabilities of Debtor to Secured Party (primary, secondary, direct, contingent, sole, joint or several, whether similar, dissimilar or related or unrelated) due or to become due or that may hereafter be contracted or acquired.

2.3. Notices. Any notice under this Agreement shall be given in accordance with the Loan Agreement.

2.4. Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the heirs, executors, administrators, legal representatives, successors and assigns of the parties. The obligations of Debtor, if more than one, shall be joint and several.

2.5. Interpretation. Reference to the singular or the plural shall be deemed to include the other where the context requires. In particular, the use of the term "Debtor" in the singular shall include all debtors and the default of any Debtor shall be deemed to be a default of all Debtors.

2.6. Governing Law. This Agreement shall be governed by and construed under the laws of The Commonwealth of Massachusetts.

2.7. Severability. 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 only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

2.8. Venue. Any disputes hereunder shall be exclusively litigated in the Suffolk Superior Court department sitting in Boston, Massachusetts.

2.9. Cross-Default. A default of any of Debtor's obligations under this Security Agreement shall constitute an Event of Default under the Loan Agreement and all other Financing Agreements.

2.10. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Security Agreement by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, this Intellectual Property Pledge and Security Agreement has been duly executed under seal as of the day and year first above written.

DEBTOR:

SMARTBUG OPERATING LLC

Witness:


Print Name: Julia Feldman

By: 
Name: Ryan Malone
Title: Chief Executive Officer

SECURED PARTY:

THE PROVIDENT BANK

By: _____
Name: Kevin M. Barton
Title: Vice President

IN WITNESS WHEREOF, this Intellectual Property Pledge and Security Agreement has been duly executed under seal as of the day and year first above written.

DEBTOR:

Witness:

SMARTBUG OPERATING LLC

.....
Print Name:

By:

Name: Ryan Malone

Title: Chief Executive Officer

SECURED PARTY:

THE PROVIDENT BANK

By: Kevin M. Barton

Name: Kevin M. Barton

Title: Vice President

TRADEMARK

REEL: 006853 FRAME: 0781

EXHIBIT A

(1) Registered Trademarks

European Union

- SMARTBUG. (EU Reg. No. 018034681) in Classes 35 and 42, registered August 20, 2019, European Union Intellectual Property Office.

United States

- SMARTBUG MEDIA (US Reg. No. 5,918,019) in Classes 35 and 42, registered November 26, 2019, United States Patent and Trademark Office.
- INTELLIGENT INBOUND (US Reg. No. 5,918,020) in Classes 35 and 42, registered November 26, 2019, United States Patent and Trademark Office.
- SMARTBUG. (US Reg. No. 5,918,018) in Classes 35 and 42, registered November 26, 2019, United States Patent and Trademark Office.

Canada

- SMARTBUG (CA App. No. 1955365) in Classes 35 and 42, filed April 4, 2019, Canadian Intellectual Property Office.

(2) Unregistered Trademarks

- Debtor has not registered "SmartBug Media" and "Intelligent Inbound" with the European Union Intellectual Property Office.

(3) Registered Copyrights

United States

- By Families, For Families Guide to Assisted Living, by Ryan Malone, Certificate of Registration, Copyright No. TX 6-963-684, dated December 26, 2008, United States Copyright Office.
- By Families, For Families Guide to Assisted Living Workbook, by Ryan Malone, Certificate of Registration, Copyright No. TX 6-963-709, dated December 27, 2008, United States Copyright Office.

(4) Material Unregistered Copyrights

None.

(5) Patents

None.

(6) Trade Names and Company Names

- SmartBug
- SmartBug Media
- Smartbug Media, Inc. (CA)

(7) Domain Names

1. SmartBugMedia.com
2. SmartBugMedia.net
3. SmartBugDigitalMarketing.com
4. SmartBugDigitalMarketing.net
5. SmartBugDigitalMarketing.org
6. SmartBugDigitalMarketing.info
7. SmartBugDigital.com
8. SmartBugDigital.info
9. SmartBugMarketing.com
10. SmartBugMarketing.net
11. SmartBugMarketing.org
12. SmartBugMarketing.info
13. SmartBugDigital.org
14. SmartBugDigital.net
15. InboundDakotas.com
16. InboundOrangeTCounty.com
17. InboundOrangeCounty.com
18. InboundOC.com
19. OrangeCountyInbound.com
20. LeadersInElderCare.com
21. COSTemplates.com
22. HubSpotDesignTemplates.com
23. InsideAssistedLiving.com
24. IntelligentInbound.com
25. IntelligentInbound.net
26. IntelligentInbound.org
27. InsideElderCare.com
28. InboundMarketing.jobs
29. InboundMarketingJobs.com
30. InboundMarketingJob.com
31. InboundMarketingHQ.com
32. ElderCareMarketer.com

(8) Computer Software (other than commercially available off-the-shelf software purchased or licensed for less than a total cost of \$5,000 in the aggregate)

None.

(9) Licensed Intellectual Property

- Debtor utilizes a number of Software-as-a-Service (SaaS) products from various vendors, most of which grant a license to use the software that is being purchased. A list of major applications include the following:
 - a. Google G-Suite

- b. HubSpot
- c. Zoom Video Communications
- d. Teamwork.com
- e. Expensify
- f. BambooHR
- g. SkillsSurvey
- h. JazzHR
- i. Comparably
- j. Glassdoor
- k. GettyImages.com
- l. Flaticon
- m. InvisionApp
- n. FileStage
- o. Teamweek
- p. Moz
- q. SEMRush
- r. BrowserStack
- s. Datanyze
- t. PRNewswire
- u. Cision
- v. SpyFu
- w. Calendly
- x. Gong
- y. LinkedIn
- z. Facebook
- aa. Google Ads
- bb. Instagram
- cc. Databox
- dd. Quickbooks Online
- ee. Vidyard
- ff. Adobe Creative Cloud
- gg. LinkedIn Recruiter
- hh. Sterling Background Screening

ii. Lucky Orange

jj. Paychex

- Debtor has partnered with a number of third parties for purposes of co-marketing or commission-based promotion of products of these third parties. The following agreements provide a limited in-bound license to intellectual property and/or brand marks as a component of those partnerships:

In-bound Licenses

- a. Allbound, Inc.
- b. DiscoverOrg, LLC
- c. SiteImprove, Inc.
- d. Terminus Software, Inc.
- e. Buildscare, Inc. d/b/a Vidyard
- f. Yext, Inc.
- g. WPEngine
- h. InVisionApp, Inc.
- i. PR Newswire Association LLC
- j. Comparably, Inc.
- k. Cision US Inc.
- l. Lucky Orange, LLC

- Debtor has entered into referral agreements pursuant to its standard form of referral agreement, and has provided limited out-bound licenses solely in connection with the services to be performed under such referral agreements:

Out-bound Licenses Provided in Debtor's Referral Agreements:

- a. Bold Retail, Inc.
- b. Synchronize Marketing LLC
- c. Andy Etemadi
- a. John Tonthat
- b. Laurie Heller
- c. Nathan Finrock
- d. Blissmark, LLC
- e. CallRail, Inc.
- f. InVisionApp, Inc.
- g. PR Newswire Association LLC
- h. Buildscare, Inc. d/b/a Vidyard

i. Comparably, Inc.

- The Company utilizes Wordpress.org which is an open-source. The following table represents licenses to common plug-ins that Debtor uses in the ordinary course of business:

Plugin	Link	License
Lity - Lightbox jQuery plugin	https://github.com/jsor/lity	https://github.com/jsor/lity/blob/master/LICENSE
AOS - Animation plugin	https://github.com/michalsnik/aos	https://github.com/michalsnik/aos/blob/next/LICENSE
Waypoints - scrolling events	https://github.com/imakewebthings/waypoints	https://github.com/imakewebthings/waypoints/blob/master/licenses.txt
Advanced Custom Fields - WP Plugin	https://www.advancedcustomfields.com/	We have a paid commercial license
Slick Slider	https://github.com/kenwheeler/slick	https://github.com/kenwheeler/slick/blob/master/LICENSE
jQuery - JS library	https://github.com/jquery/jquery	https://github.com/jquery/jquery/blob/master/LICENSE.txt
Selectric - form styling plugin	https://github.com/lcdsantos/jQuery-Selectric	https://github.com/lcdsantos/jQuery-Selectric/blob/master/LICENSE
Sticky Kit - JavaScript sticky elements	https://github.com/leafo/sticky-kit	https://github.com/leafo/sticky-kit - bottom of page states MIT
MidnightJS - font color changing	https://aerolab.github.io/midnight.js/	https://github.com/Aerolab/midnight.js/blob/gh-pages/LICENSE.txt
Counter-Up - number counting animations	https://github.com/bfintal/Counter-Up	https://github.com/bfintal/Counter-Up/blob/master/LICENSE
Store Locator	https://github.com/bjorn2404/jQuery-Store-Locator-Plugin	https://github.com/bjorn2404/jQuery-Store-Locator-Plugin/blob/master/license.txt
Wordpress.org	https://wordpress.org/	https://wordpress.org/about/license/