

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562669

| | | | |
|---|---------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dstillery, Inc. | | 02/14/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road, M/C 7578 | | |
| Internal Address: | Attn: National Documentation Services | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86021906 | DSTILLERY | |
| Serial Number: | 85701094 | PROSPECTRANK | |
| Serial Number: | 85701084 | BRANDSIGNAL | |
| Serial Number: | 85763541 | EVERYSCREEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8586385130 | | |
| <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: | 619-699-2700 | | |
| Email: | susan.reynolds@dlapiper.com | | |
| Correspondent Name: | DLA Piper LLP (US) | | |
| Address Line 1: | 401 B Street, Suite 1700 | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| NAME OF SUBMITTER: | Matt Schwartz | | |
| SIGNATURE: | /s/ Matt Schwartz | | |
| DATE SIGNED: | 02/18/2020 | | |
| Total Attachments: 5 source=IPSA#page1.tif | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 14, 2020 by and between COMERICA BANK, a Texas banking association (“Bank”) and DSTILLERY, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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

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

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

470 Park Avenue South, 17th Floor
New York, NY 10016
Attn: Chief Executive Officer

DSTILLERY, INC.

By:

DocuSigned by:
Michael Beebe
E1273D96138A440...

Name: Michael Beebe

Title: Chief Executive Officer

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:

DocuSigned by:
Jason Pan
C2B8E738CF744F4...

Name: Jason Pan

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|----------------------------|--------------------------|
| None | | |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent/App. No.</u> | <u>File Date</u> |
|---|------------------------|------------------|
| Privacy-sensitive methods, systems, and media for geo-social targeting | 10034135 | 7/24/18 |
| Systems, methods, and media for mobile advertising conversion attribution | 10282755 | 5/7/19 |
| Methods, systems and media for detecting non-intended traffic using co-visitation information | 8719934 | 5/6/14 |
| Methods and apparatus for detecting and filtering forced traffic data from network data | 9008104 | 4/14/19 |
| Methods, systems, and media for determining location information from real-time bid requests | 9014717 | 4/21/15 |
| Methods and system for providing simultaneous multi-task ensemble learning | 9053436 | 6/9/15 |
| Methods and apparatus for detecting and filtering forced traffic data from network data | 9118563 | 8/25/15 |
| Methods, systems, and media for determining location information from real-time bid requests | 9179264 | 11/3/15 |
| Methods, systems and media for detecting non-intending traffic using co-visitation information | 9306958 | 4/5/16 |
| Systems, methods, and media for mobile advertising conversion attribution | 9552590 | 1/24/17 |
| Methods and apparatus for defining an audience for a particular location by surveying nearby receivers and/or passively monitoring content consumption | 9635422 | 4/25/17 |
| Evaluating authenticity of geographic data associated with media requests | 9948733 | 4/17/18 |
| Privacy-sensitive methods, systems, and media for geo-social targeting | 10034135 | 7/24/18 |
| Methods, systems and media for detecting non-intended traffic using co-visitation information | 8719934 | 5/06/14 |
| Methods and apparatus for detecting and filtering forced traffic data from network data | 9008104 | 04/14/15 |
| Evaluating the authenticity of geographic data based on spatial distribution | 10212239 | 2/19/19 |
| Methods and apparatus for defining and audience for a particular location by surveying nearby receivers and/or passively monitoring content consumption | 10129595 | 11/13/18 |
| Device graphs for privacy-sensitive identification of user devices having similar location information | 16042698 | 07/23/18 |
| Evaluating the authenticity of geographic data based on user activity correlations | 16218775 | 12/13/18 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial No.</u> | <u>File Date</u> |
|--------------------|-------------------|------------------|
| DSTILLERY | 86021906 | 7/29/13 |
| PROSPECTRANK | 85701094 | 8/10/12 |
| BRANDSIGNAL | 85701084 | 8/10/12 |
| EVERYSCREEN | 85763541 | 10/25/12 |