

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
inMarket Media, LLC		09/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	1920 L Street, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5269083	LCI	
Registration Number:	5234141	LOCATION CONVERSION INDEX	
Registration Number:	6027633	LOCATION GRAPH	
Registration Number:	5413112	9D	
Registration Number:	5407776	NINTHDECIMAL	
Serial Number:	88910782	ECONOMIC MOBILITY INDEX	
Serial Number:	88910786	EMI	
Registration Number:	4475221	JIWIRE	
Registration Number:	4452672	LOCATION GRAPH	
Registration Number:	4444153	JIWIRE COMPASS NE SW NE SE SW NW	
Registration Number:	6079602	INMETRIC	
Registration Number:	5163463	INBAR	
Registration Number:	5259466	PRECEPTIVITY	
Registration Number:	4611351	GEOCOOKIE	
Registration Number:	5054034	QUANTUM RECEPTIVITY	
Registration Number:	4859846	INMARKET	
Registration Number:	4881445	INMARKET	
Registration Number:	4219242	THINKNEAR	
Registration Number:	4380505	THE APP THAT PAYS YOU BACK	
TRADEMARK			

OP \$590.00 5269083

Property Type	Number	Word Mark
Registration Number:	4382849	MOBILE TO MORTAR
Registration Number:	4254395	CHECKPOINTS
Registration Number:	4222795	SCANSENSE
Registration Number:	3565942	INMARKIT

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1262763 TM

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 09/09/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as September 4, 2020, by and between Multiplier Capital II, LP ("Lender") and InMarket Media, LLC ("Grantor").

RECITALS

A. Lender has agreed to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor'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, including without limitation those set forth on Exhibit A attached hereto (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 Grantor 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, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

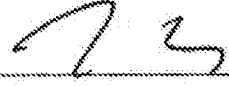
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

INMARKET MEDIA, LLC

By:  _____

Name: Todd Dipacola

Title: CEO

LENDER:

MULTIPLIER CAPITAL II, LP

By: _____

Name: _____

Title: _____

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:

INMARKET MEDIA, LLC

By: _____

Name: _____

Title: _____

LENDER:

MULTIPLIER CAPITAL II, LP

By: Kevin P. Sheehan

Name: Kevin P. Sheehan

Title: Managing Member

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Systems And Methods Of Tracking Locations Visited By Mobile Devices To Quantify A Change Computed Based On Matching Populations Used In Change Measurement	20190033078 15990521	01/31/2019 05/25/2018
Systems And Methods To Track Regions Visited By Mobile Devices And Detect Changes In Location Patterns Based On Integration Of Data From Different Sources	20180359608 15973394	12/13/2018 05/07/2018
Systems And Methods To Evaluate Accuracy Of Locations Of Mobile Devices	10117216 15716097	10/30/2018 09/26/2017
Systems And Methods To Measure The Population Of Mobile Devices In A Predefined Geographical Region	10244503 20180070329 15263115	03/26/2019 03/08/2018 09/12/2016
Systems And Methods To Track Regions Visited By Mobile Devices And Detect Changes In Location Patterns	10142788 20170374521 15697342	11/27/2018 12/28/2017 09/06/2017
Systems And Methods Of Tracking Locations Visited By Mobile Devices To Quantify A Change From A Time Series Of Responses	9986527 20170353941 15435287	05/29/2018 12/07/2017 02/16/2017
Systems And Methods Of Tracking Locations Visited By Mobile Devices To Quantify A Change Computed Based On Matching Populations Used In Change Measurement	20170353827 15615669	12/07/2017 06/06/2017
Systems And Methods To Track Locations Visited By Mobile Devices And Update Keyword Values Based On Neighbor Relations And Distances Among Locations	9961488 20170353826 15435247	05/01/2018 12/07/2017 02/16/2017

Description	Registration/ Application Number	Registration/ Application Date
Systems And Methods To Track Locations Visited By Mobile Devices And Determine Neighbors Of And Distances Among Locations	10327094 20170353825 15435185	06/18/2019 12/07/2017 02/16/2017
Systems And Methods Of Tracking Locations Visited By Mobile Devices Residing Within A Predetermined Activity Area To Quantify A Change	10036638 20170350705 15474915	07/31/2018 12/07/2017 03/30/2017
Systems And Methods To Track Regions Visited By Mobile Devices And Detect Changes In Location Patterns Based On Integration Of Data From Different Sources	9967714 20170347242 15602427	05/08/2018 11/30/2017 05/23/2017
Systems And Methods To Identify A Predefined Geographical Region In Which A Mobile Device Is Located	10149094 20170347231 15676871	12/04/2018 11/30/2017 08/14/2017
Systems And Methods To Identify Home Addresses Of Mobile Devices	10034141 20170318434 15655751	07/24/2018 11/02/2017 07/20/2017
Location Graph Based Derivation Of Attributes	20170124102 15405229	05/04/2017 01/12/2017
Systems And Methods To Identify Home Addresses Of Mobile Devices	9730028 20170048677 15337939	08/08/2017 02/16/2017 10/28/2016
Systems And Methods To Measure The Population Of Mobile Devices In A Predefined Geographical Region	9788158 15260075	10/10/2017 09/08/2016
Systems And Methods To Track Region	9769619 20160295371 15174608	09/19/2017 10/06/2016 06/06/2016

Description	Registration/ Application Number	Registration/ Application Date
Systems And Methods To Track Regions Visited By Mobile Devices And Detect Changes In Location Patterns Based On Integration Of Data From Different Sources	9668104 15165983	05/30/2017 05/26/2016
Systems And Methods To Identify Home Addresses Of Mobile Devices	9503863 20160205510 15014943	11/22/2016 07/14/2016 02/03/2016
Systems And Methods To Identify A Predefined Geographical Region In Which A Mobile Device Is Located	9756465 20160205503 15016067	09/05/2017 07/14/2016 02/04/2016
Systems And Methods To Track Regions Visited By Mobile Devices And Detect Changes In Location Patterns	9374671 14679909	06/21/2016 04/06/2015
Systems And Methods To Identify Home Addresses Of Mobile Devices	9291700 14594010	03/22/2016 01/09/2015
Systems And Methods To Identify A Predefined Geographical Region In Which A Mobile Device Is Located	9307360 14593947	04/05/2016 01/09/2015
Combining Attributes From Multiple Sources	20160027055 14339329	01/28/2016 07/23/2014
Location Graph Based Derivation Of Attributes	9547666 20150052132 14529682	01/17/2017 02/19/2015 10/31/2014
Systems And Methods To Evaluate Accuracy Of Locations Of Mobile Devices	10306583 16171097	05/28/2019 10/25/2018
Systems, Apparatuses, And Methods For Secure Beacon Authentication Via Mobile Devices	9,848,327 14/983,292	12/19/2017 12/29/2015
Systems And Methods For Indoor Location Services	9,462,568 14/209,939	10/04/2016 03/13/2014
Systems, Apparatuses, And Methods For Secure Beacon Authentication Via Mobile Devices	9,883,393 14/827,257	01/30/2018 08/14/2015

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
LCI	5269083 87105791	08/22/2017 07/15/2016
LOCATION CONVERSION INDEX	5234141 87105809	06/27/2017 07/15/2016
LOCATION GRAPH	6027633 88598748	04/07/2020 08/29/2019
9D	5413112 86304092	02/27/2018 06/09/2014
NINTHDECIMAL	5407776 86288330	02/20/2018 05/21/2014
ECONOMIC MOBILITY INDEX	88910782	05/11/2020
EMI	88910786	05/11/2020
JIWIRE	4475221 85969843	01/28/2014 06/25/2013
LOCATION GRAPH	4452672 85628683	12/17/2013 05/17/2012
JIWIRE COMPASS NE SW NE SE SW NW	4444153 85211400	12/03/2013 01/05/2011
INMETRIC	6079602 88696157	06/16/2020 11/18/2019
INBAR	5163463 87259557	03/14/2017 12/06/2016
PRECEPTIVITY	5259466 87191219	08/08/2017 10/03/2016
GEOCOOKIE	4611351 86137037	09/23/2014 12/06/2013
QUANTUM RECEPTIVITY	5054034 86917382	10/04/2016 02/23/2016

Description	Registration/ Application Number	Registration/ Application Date
INMARKET	4859846 86654618	11/24/2015 06/08/2015
INMARKET	4881445 86652107	01/05/2016 06/04/2015
THINKNEAR	4219242 85412119	10/02/2012 08/31/2011
THE APP THAT PAYS YOU BACK	4380505 85129637	08/06/2013 09/14/2010
MOBILE TO MORTAR	4382849 85741957	08/13/2013 09/29/2012
CHECKPOINTS	4254395 85086830	12/04/2012 07/16/2010
SCANSENSE	4222795 85341574	10/09/2012 06/08/2011
INMARKIT	3565942 78764999	01/20/2009 12/01/2005