

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		02/03/2021	Corporation:
RECEIVING PARTY DATA			
Name:	DIGITAL TURBINE MEDIA, INC.		
Street Address:	110 San Antonio St, #160		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4078269	APPIA	
CORRESPONDENCE DATA			
Fax Number:	7137547550		
<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:	7133743550		
Email:	sheffieldl@gtlaw.com		
Correspondent Name:	Lucresha Sheffield, Paralegal		
Address Line 1:	1000 Louisiana St		
Address Line 2:	Suite 1700		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	116281.021800		
NAME OF SUBMITTER:	Lucresha M. Sheffield		
SIGNATURE:	/Lucresha M. Sheffield/		
DATE SIGNED:	02/04/2021		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this “*Release*”), dated as of February 3, 2021, is made by Western Alliance Bank, an Arizona corporation (“*Lender*”) from time to time a party to the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2020 (the “*Credit Agreement*”) by and among the Lender and Digital Turbine, Inc., a Delaware corporation, Digital Turbine Media, Inc., a Delaware corporation, Digital Turbine USA, Inc., a Delaware corporation (collectively, the “*Borrowers*”) and Mobile Posse, Inc., a Delaware corporation (a “*Guarantor*” and together with Borrowers, the “*Grantors*”), Lender agreed to make a loan facility available to Borrowers.

WHEREAS, pursuant to the Credit Agreement, the Grantors executed in favor of the Lender that certain Trademark Security Agreement, dated as of February 28, 2020 (the “*Trademark Security Agreement*”), wherein the Grantors granted to the Lender a security interest in all of the Grantors’ rights, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the intellectual property set forth on Schedule A attached hereto (collectively, the “*Collateral*”);

WHEREAS, the Trademark Security Agreement was filed at the United States Patent and Trademark Office on March 2, 2020, as follows:

1. As to Digital Turbine, Inc.: Trademark Reel 6879, Frame 0761
2. As to Digital Turbine Media, Inc.: Trademark Reel 6879, Frame 0769
3. As to Mobile Posse, Inc.: Trademark Reel 6879, Frame 0788; and

WHEREAS, Lender has agreed to terminate and release its security interest in all such Collateral, as provided in the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby relinquishes, terminates, cancels and releases any and all right, title and interest it may have or have acquired in the Collateral through the Trademark Security Agreement, including all rights of any kind whatsoever of the Grantors accruing under the Collateral provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all patents, trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule A hereto, together with all extensions and renewals thereof and amendments thereto; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Lender hereby authorizes and requests that this Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement, and if not set forth therein, the Credit Agreement.

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IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer duly authorized as of the date first above written.

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: Brady Porter
Name: Brady Porter
Title: Portfolio Manager, AVP

SCHEDULE A
to
RELEASE OF SECURITY INTERESTS

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Digital Turbine, Inc.	USA	Design Mark (class 9)	4700100	Registered on March 10, 2015
Digital Turbine, Inc.	USA	Design Mark (class 35)	4700101	Registered on March 10, 2015
Digital Turbine, Inc.	USA	Design Mark (class 42)	4700102	Registered on March 10, 2015
Digital Turbine, Inc.	USA	Word Mark (class 42)	5,628,027	Registered on December 11, 2018
Digital Turbine, Inc.	USA	Word Mark (class 9)	5,857,673	Registered on September 10, 2019
Digital Turbine Media, Inc.	USA	Word Mark (class 35)	4078269	Registered on December 27, 2011
Digital Turbine, Inc.	USA	Word Mark (class 35)	5,628,026	Registered on December 11, 2018
Mobile Posse, Inc.	USA	MOBILE POWERED BY POSSE and Design (Int'l Class: 09) software for use in providing advertising and electronic content via mobile devices (Int'l Class: 35) advertising services, namely, advertising via mobile devices	RN: 3883874 SN: 77795933	Registered First Use: October 7, 2010 Filed: August 3, 2009 Registered: November 30, 2010
Mobile Posse, Inc.	USA	MOBICRM (Int'l Class: 35) providing customer relationship management (crm) services by using mobile devices to communicate with customers regarding various matters	RN: 3906811 SN: 77978692	Registered First Use: November 10, 2009 Filed: November 4, 2009 Registered: January 18, 2011
Mobile Posse, Inc.	USA	MOBICRM (Int'l Class: 09) software for use in providing customer relationship management (crm) services via mobile devices	RN: 4372800 SN: 77865164	Registered First Use: February 8, 2012 Filed: November 4, 2009 Registered: July 23, 2013
Mobile Posse, Inc.	USA	MOBILE POSSE (Int'l Class: 09) software for use in providing advertising and electronic content via mobile devices (Int'l Class: 35) advertising services, namely, advertising via mobile devices	RN: 3606473 SN: 77071024	Registered First Use: March, 2007 Filed: December 24, 2006 Registered: April 14, 2009 Sec. 8 & 15: May 5,

				2019
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Trade Names

<u>Grantor</u>	<u>Trade Names Used</u>
Digital Turbine Media, Inc.	Appia
Mobile Posse, Inc.	Mobile Posse Firstly Mobile First.ly FotoScape firstAPP firstPAGE firstPLACE

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.