

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharethrough Inc.		03/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	119 Saint-Jacques Street		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4002193	SHARETHROUGH	
Registration Number:	5090651	S	
Registration Number:	4561543	NATIVE ADVERTISING	
Registration Number:	5359340	YOU'RE A GREAT ENGINEER. BECOME A GREAT	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128768000		
Email:	angelica.pogson@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	David R. Metzger		
SIGNATURE:	/David R. Metzger/		
DATE SIGNED:	03/03/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 2, 2021 (this "Agreement"), is made by Sharethrough Inc., a Delaware corporation (the "Grantor"), in favor of Bank of Montreal (the "Secured Party").

WITNESSETH:

WHEREAS, a Letter of Agreement - Amendment and Restatement dated January 5, 2021 has been entered into by and among District M Inc., as borrower (and includes its successors and permitted assigns, the "Borrower"), District M USA Inc. ("District M USA"), as guarantor, and the Secured Party, as lender (as amended, restated, amended and restated, modified, supplemented or replaced from time to time the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, District M USA and the Secured Party have entered into that certain Security Agreement dated as of February 4, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement), which Grantor has become a party to as of the date hereof, and pursuant to which Grantor is required to execute and deliver this Agreement;

WHEREAS, District M USA has merged with and into the Grantor, and the Grantor has agreed that the Security Agreement shall be binding upon it;

NOW, THEREFORE, in consideration of the premises above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby unconditionally grants, assigns as security, and pledges to the Secured Party a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "IP Collateral"):

(a) all of its (i) trademarks and all trademark licenses providing for the grant by or to Grantor of any right under any trademark, including those referred to on Schedule 1 hereto and (ii) patents and all patent licenses providing for the grant by or to Grantor of any right under any patent, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark or patent; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in

equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 3. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and patents subject to a security interest hereunder.

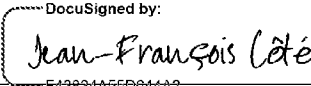
Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement

Section 5. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

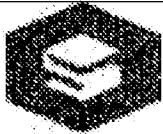
[SIGNATURE PAGES FOLLOW]






IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHARETHROUGH INC.

By: 
Name: Jean-François Côté
Title: President

SCHEDULE I
TO
IP SECURITY AGREEMENT

<u>Nature of Right</u>	<u>Name or Description</u>	<u>Registration Office</u>	<u>Registration or Application No.</u>
Patent	Dynamic Native Advertisement Insertion	USPTO	10,380,239 B2
Patent	Dynamic Native Content Insertion	USPTO	16/538,607 (Appl.)
Patent	Dynamic Native Advertisement Insertion	PCT	PCT/US14/56399 (Appl.)
Patent	Dynamic Native Advertisement Insertion	EP	14868212,3 (Appl.)
Patent	Dynamic Native Content Insertion (Continuation-In-Part-of 14868212,3)	USPTO	15/173,552 (Appl.)
Patent	Electronic Asset Delivery And Event Tracking System	USPTO	14/749,064 (Appl.)
Patent	Electronic Asset Delivery And Event Tracking System	EP	16175950,1 (Appl.)
Patent	Graph-Based Content Quality Scores	USPTO	14/498,962 (Appl.)
Patent	Third-Party Cross-Site Data Sharing	USPTO	9,912,767 B1
Patent	Third Party Cross-Site Date Sharing (Continuation of 60303-0024)	USPTO	10,284,666 B1
Patent	Enhanced Ads	USPTO	n/a
Trademark	NATV	Andorra	34189
Trademark	SHARETHROUGH	Australia	1712813
Trademark		Australia (Madrid Protocol)	1305356
Trademark	SHARETHROUGH	OPIC	TMA982335

<u>Nature of Right</u>	<u>Name or Description</u>	<u>Registration Office</u>	<u>Registration or Application No.</u>
Trademark		OPIC	TMA1013657
Trademark	SHARETHROUGH	China	19760036
Trademark		China (Madrid Protocol)	1305356
Trademark	SHARETHROUGH	OHIM (Europe)	013571682
Trademark		Europe (Madrid Protocol)	1305356
Trademark	SHARETHROUGH	Japan	2015- 76198/4002193
Trademark		Japan (Madrid Protocol)	1305356
Trademark	SHARETHROUGH	USPTO	4,002,193
Trademark		USPTO	5,090,651
Trademark	NATIVE ADVERTISING	USPTO	4,561,543
Trademark	YOU'RE A GREAT ENGINEER. BECOME A GREAT LEADER.	USPTO	5,359,340