

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633059

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Notification of Disposition of Collateral and Private Sale		
<b>RESUBMIT DOCUMENT ID:</b>	900597237		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Market Realist Inc.		12/21/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Montage Capital II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5100978	REALIST RATING	
<b>Registration Number:</b>	4820770	MARKET REALIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9542788355		
<b>Email:</b>	cgottlieb@darroweverett.com		
<b>Correspondent Name:</b>	Chad Gottlieb		
<b>Address Line 1:</b>	One Turks Head Place, Suite 1200		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		
<b>NAME OF SUBMITTER:</b>	Chad Gottlieb		
<b>SIGNATURE:</b>	/Chad Gottlieb/		
<b>DATE SIGNED:</b>	03/19/2021		
<b>Total Attachments: 2</b>			
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source=Montage - MR - Notice of Default and Private Sale#page2.tif			

**NOTIFICATION OF DISPOSITION OF COLLATERAL  
(Private Sale)**

<b>TO:</b>	<b>Debtor Address 1:</b>  <b>VIA FIRST CLASS &amp; CERTIFIED MAIL &amp; Email</b>  Market Realist Inc. 246 Fifth Ave. Suite 412 New York, NY 10001 Attn: John Paul Gravitt -- CEO Email: <a href="mailto:jp@marketrealist.com">jp@marketrealist.com</a>	<b>Debtor Address 2:</b>  <b>VIA FIRST CLASS &amp; CERTIFIED MAIL &amp; Email</b>  Market Realist Inc. 151 Giffin Road Los Altos, CA 94022. Attn: David Frazee – Director Email: <a href="mailto:david@marketrealist.com">david@marketrealist.com</a>
<b>FROM:</b>	<b>Secured Party:</b>  Montage Capital II, L.P. 900 East Hamilton Avenue, Suite 100 Campbell, CA 95008 Attn: Eric Gonzales Email: <a href="mailto:egonzales@montagecapital.com">egonzales@montagecapital.com</a> Email: <a href="mailto:info@montagecapital.com">info@montagecapital.com</a>	<b>Secured Party's Counsel:</b>  K&L Gates LLP 925 Fourth Ave., Suite 2900 Seattle, WA 98104 Telephone: (206)623-7580 Attention: David C. Neu Email: <a href="mailto:david.neu@klgates.com">david.neu@klgates.com</a>

Gentlemen:

We refer to our letter of December 3, 2020, wherein Montage Capital II, L.P. (“Lender”) demanded payment in full of all amounts owing pursuant to that certain Loan and Security Agreement dated August 6, 2018, as amended by that certain First Amendment to Loan and Security Agreement dated October 22, 2019 (collectively, the “Loan Agreement”) by and between Lender and Market Realist Inc. (“Borrower”). The Loan Agreement is further secured by that certain Intellectual Property Security Agreement (“IPSA” and collectively with the Loan Agreement, the “Loan Documents”). As of the close of business today, Lender has not received payment in full in respect of the Loan Agreement. Failure to pay the amounts demanded constitutes an Event of Default under the Loan Agreement.

YOU ARE HEREBY NOTIFIED that on or after December 31, 2020, pursuant to Section 8.2 of the Loan Agreement and in accordance with the Uniform Commercial Code and any other applicable laws, the undersigned will sell at private sale FOR IMMEDIATELY AVAILABLE FUNDS, the property described below (“the Property”).

DESCRIPTION OF PROPERTY:

All of Borrower's personal property, now owned or hereafter acquired, including without limitation all accounts, chattel paper, deposit accounts, documents, equipment, general intangibles (including intellectual property, patents, copyrights, trademarks, and goodwill), goods, fixtures, instruments, inventory, financial assets, investment property, letter of credit rights, money, and all of Borrower's books and records with respect to any of the foregoing, and the computers and equipment containing such books and records; and all products and proceeds thereof.

The trademarks to be sold include, but are not limited to, the following:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application/ Registration Date</u>
RESEARCH AS A SERVICE	87002470		*
RAAS	87002461		*
REALIST RATING	86533397	5100978	12/13/2016
MARKET RATING	86350848	4820770	09/29/2015


The proceeds of said sale shall be applied, to the extent permitted by law, (1) to the payment of the costs and expenses, including attorneys' fees of retaking, collection, completion, protection, removal, storage, holding, preparing for sale, sale, delivery, and the like (including the reasonable fees of any attorneys retained by the undersigned and other legal expenses incurred by the undersigned); (2) to the interest due on any of the indebtedness; and, (3) to the satisfaction of Borrower's indebtedness to the undersigned.

The Borrower may be liable to the undersigned for any deficiency.

Inquiries concerning the foreclosure of Secured Party's security interest and the Sale of the Property should be directed to the counsel for Secured Party identified above.

Dated: December 21, 2020.

MONTAGE CAPITAL II, L.P.

By:   
David C. Neu, K&L Gates LLP  
Counsel for Montage Capital II, L.P.