

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636182

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fluent, LLC		03/31/2021	Limited Liability Company: DELAWARE
Fluent Media Labs, LLC		03/31/2021	Limited Liability Company: DELAWARE
AdParlor, LLC		03/31/2021	Limited Liability Company: DELAWARE
Vesey Studios, LLC	FORMERLY Q Interactive, LLC	03/31/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIZENS BANK, N.A., as ADMINISTRATIVE AGENT
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5227704	F
Registration Number:	5010449	FLUENT
Registration Number:	5024783	FLUENT
Registration Number:	4373490	ADPARLOR
Registration Number:	5855869	AUDIENCE NOW BY FLUENT
Registration Number:	5834476	S THE SMARTWALLET
Registration Number:	5978891	AUDIENCE NOW
Registration Number:	2628682	SAVE. THEN SHOP.
Registration Number:	2148278	COOLSAVINGS

## CORRESPONDENCE DATA

Fax Number: 7045032622

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 7045032600  
**Email:** msheehan@kslaw.com  
**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 300 S. Tryon St., Ste 1700  
**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	18588.515103
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<b>NAME OF SUBMITTER:</b>	Moira Sheehan
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<b>SIGNATURE:</b>	/Moira Sheehan/
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<b>DATE SIGNED:</b>	04/01/2021
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**Total Attachments: 4**

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

Pursuant to the Security Agreement dated as of March 31, 2021 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Citizens Bank, N.A., as Administrative Agent (the "Administrative Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto (the "Trademarks") to the Administrative Agent for the ratable benefit of the Secured Parties and the undersigned hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the Trademarks; provided that, in no event shall Trademarks include any "intent-to-use" trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the Trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark.

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**FLUENT, LLC,**  
a Delaware limited liability company

By:   
Name: Ryan Schulke  
Title: Chief Executive Officer

**FLUENT MEDIA LABS, LLC,**  
a Delaware limited liability company

By:   
Name: Ryan Schulke  
Title: Chief Executive Officer

**ADPARLOR, LLC,**  
**VESEY STUDIOS, LLC,**

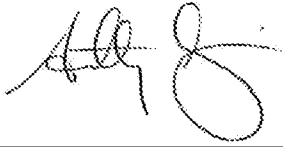
By: Fluent, LLC, its member

By:   
Name: Ryan Schulke  
Title: Chief Executive Officer

Acknowledged and Accepted:

**CITIZENS BANK, N.A.,**

as Administrative Agent

A handwritten signature in black ink, appearing to read 'AS', written over a horizontal line.

By: \_\_\_\_\_

Name: Anthony M. Selvaggio

Title: Senior Vice President

**SCHEDULE 1**

<b>Trademark</b>	<b>Owner</b>	<b>Serial No. / Date</b>	<b>Reg. No. / Date</b>
F	Fluent, LLC	87237381 11/05/2016	5227704 06/20/2017
FLUENT	Fluent, LLC	86097677 10/22/2013	5010449 08/02/2016
FLUENT	Fluent, LLC	86097671 10/22/2013	5024783 08/23/2016
ADPARLOR	AdParlor, LLC	85625743 05/15/2012	4373490 07/23/2013
AUDIENCE NOW BY FLUENT	Fluent Media Labs, LLC	88276915 01/25/2019	5855869 09/10/2019
S THE SMARTWALLET	Fluent Media Labs, LLC	88292251 02/07/2019	5834476 08/13/2019
AUDIENCE NOW	Fluent Media Labs, LLC	87920223 05/14/2018	5978891 02/04/2020
SAVE. THEN. SHOP	Q Interactive, LLC (now Vesey Studios, LLC)	75776417 08/16/1999	2628682 10/01/2002
COOLSAVINGS	Q Interactive, LLC (now Vesey Studios, LLC)	75131552 07/09/1996	2148278 03/31/1998