

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AdvertiseCast, LLC		06/04/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	First Commonwealth Bank		
Street Address:	654 Philadelphia Street		
City:	Indiana		
State/Country:	PENNSYLVANIA		
Postal Code:	15701		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5594504	ADVERTISECAST	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Lorena.Caito@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Erica K. Dausch		
SIGNATURE:	/Erica K. Dausch/		
DATE SIGNED:	06/11/2021		
Total Attachments: 16			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), dated as of June 4, 2021, is made by **ADVERTISECAST, LLC**, a Wisconsin limited liability company ("Pledgor"), in favor of **FIRST COMMONWEALTH BANK**, a Pennsylvania bank and trust company (the "Bank").

Liberated Syndication, Inc., a Nevada corporation ("Libsyn"), Webmayhem, Inc., a Pennsylvania corporation ("Webmayhem") and Pair Networks, Inc., a Pennsylvania corporation ("Pair Networks" and together with Libsyn and Webmayhem, the "Borrowers") and the Bank entered into that certain Loan Agreement dated December 27, 2017 (the "Original Loan Agreement"), pursuant to which the Bank agreed to extend credit to the Borrowers as set forth therein. The Borrowers and the Bank are entering into that certain First Amendment to Loan Agreement and Reaffirmation of even date herewith (the "First Amendment"), pursuant to which, *inter alia*, Pledgor and AdvertiseCast, Inc., a Delaware corporation, are added as guarantors of the Obligations. The Original Loan Agreement, as amended by the First Amendment, is referred to as the "Loan Agreement." In consideration for the Bank's agreement to such First Amendment, the Bank requires the Pledgor to execute and deliver this Agreement. The obligations of the Bank under the Loan Agreement are subject to the condition, among others that the Grantors grant to and create in favor the Bank a first priority security interest in the Collateral (as hereinafter defined) pursuant to the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the Bank entering to the First Amendment, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and in order to induce the Bank to enter into the Loan Agreement and make the Loans, the Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those which are registered and listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

"Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, each Pledgor hereby agrees that the Bank shall at all times have, and

hereby grants to the Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to the Bank that:

(a) Pledgor to its knowledge owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person; and

(c) Pledgor has, and shall continue to, for the duration of this Agreement, materially comply with proper statutory notice requirements in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is in violation of Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof, except as would not reasonably be expected to result in a Material Adverse Effect. Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Loan Agreement, shall occur under any Transaction Document; or (ii) the failure of the Bank to have perfected security interest in the Collateral.

(b) Pledgor expressly acknowledges that Bank shall record this Intellectual Property Security Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to the Bank the Assignment, which Assignment shall have no force and effect and shall be held by the Bank, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to the Bank providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of the Bank in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter the Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default occurs and during the continuation thereof, Pledgor irrevocably authorizes and empowers the Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, the Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the

Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), the Bank shall apply such proceeds against payment of the Obligations. Any remainder of the proceeds, after payment in full of the Obligations, shall be paid to Pledgor. At any such sale or other disposition, the Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination At such time as the Obligations has been irrevocably paid in full (other than contingent indemnification obligations for which no claims have been made) and the Loan Agreement terminated and not replaced by any other credit facility with the Bank, this Agreement shall terminate and, upon request of Pledgor, the Bank shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Bank security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by the Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five days of demand by the Bank, and, until so paid, shall be added to the principal amount of the Obligations.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in their own name to enforce or protect the Collateral. The Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten days of demand, reimburse and indemnify the Bank for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by the Bank in connection with the provisions of this Section 9, in the event the Bank elects to join in any such action commenced by Pledgor.

10. Power of Attorney. While any of the Obligations is outstanding (other than contingent indemnification obligations for which no claims have been made) and upon the occurrence and during the continuance of an Event of Default, each Pledgor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for the Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If a Pledgor fails to comply with any of its obligations under this Agreement, the Bank may, but is not obligated to, upon advance notice to Pledgor, do so in Pledgor's name or in the Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse the Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of the Bank, enter into such additional documents or instruments as may be reasonably required by the Bank in order to effectuate, evidence or perfect the Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claims have been made), Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give the Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes the Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at the Bank's request, Pledgor shall execute any documents or instruments reasonably required by the Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of the Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and the Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Loan Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Loan Agreement, the provisions of the Loan Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of their rights or duties hereunder without the prior written consent of the Bank. Any attempted assignment or transfer without the prior written consent of the Bank shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to a Pledgor, mailed or delivered to it, addressed to it at the address specified in Section 8.04 of the Loan Agreement, and, if to the Bank, mailed or delivered to it, addressed to the address of the Bank specified in Section 8.04 of the Loan Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Pennsylvania state or federal court sitting in the Commonwealth of Pennsylvania, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such Pennsylvania court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

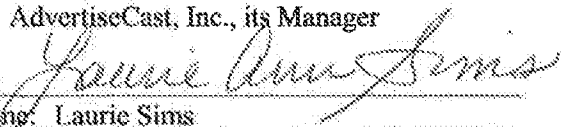
22. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE BANK AND PLEDGOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS AGREEMENT, ANY NOTE OR ANY OTHER GUARANTY OF PAYMENT, AGREEMENT, INSTRUMENT OR DOCUMENT RELATED THERETO.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

ADVERTISECAST, LLC

By: AdvertiseCast, Inc., its Manager

By: 

Name: Laurie Sims

Title: President

SCHEDULE 1

INTELLECTUAL PROPERTY

Patents

None

Trademarks

See Schedule 4.10 from AdvertiseCast Membership Interest Purchase Agreement, attached.

Copyrights

None

Domain Names

See Schedule 4.10 from AdvertiseCast Membership Interest Purchase Agreement, attached.

Licenses

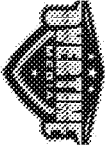
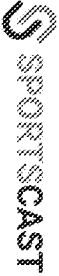
See Schedule 4.10 from AdvertiseCast Membership Interest Purchase Agreement, attached.

Schedule 4.10

Intellectual Property.

(a)

(i) Registered and Unregistered Intellectual Property.

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration or Application No.</u>	<u>Registration Date</u>
ADVERTISECAST	USA	Registered	5594504	October 30, 2018
OVERTIME MEDIA	USA	Unregistered	N/A	N/A
OVERTIME MEDIA and Design	USA	Unregistered	N/A	N/A
				
SPORTSCAST MEDIA	USA	Unregistered	N/A	N/A
SPORTSCAST and Design	USA	Unregistered	N/A	N/A
				

(ii) License Agreements or Other Contracts.

<u>Agreement</u>	<u>Inbound or Outbound Status</u>	<u>Type of License</u>	<u>Intellectual Property</u>
Master Services Agreement, by and between the Company and Megaphone LLC, dated as of April 10, 2020, as amended by Amendment to Master Service Agreement, dated as of January 5, 2021 (including all schedules, exhibits, order forms and statements of work thereto).	Inbound and Outbound License	As to Company – limited, personal, non-exclusive, revocable and non-transferable license during the term thereof. As to counterparty – worldwide, non-exclusive, perpetual and royalty-free license.	As to Company – Megaphone Platform and certain application programming interfaces or other software. As to counterparty – Company’s data collected in connection with the use of the Megaphone Platform and Company’s content uploaded or posted to the Platform.
Audiomatic Buyer Agreement, by and between the Company and AdsWizz Inc., dated as of November 18, 2019	Inbound and Outbound License	As to Company - limited, non-exclusive and non-transferable license during the term thereof. As to counterparty – a perpetual, irrevocable, royalty-free, worldwide license.	As to Company – “AudioMatic” tool. As to counterparty – ideas, feedback or suggestions.
Terms of Use Agreement, by and between the Company and Campaign Monitor Pty Ltd.	Inbound and Outbound License	As to Company – worldwide, non-exclusive license. As to counterparty – worldwide, non-exclusive, royalty-free, fully paid, sub-licensable and transferable license.	As to Company – “Pre-existing IP” of counterparty. As to counterparty – Data transmitted to or obtained by counterparty from any third party service enabled, installed or connected by the Company, the Company’s customer content, feedback, suggestions and comments provided to the counterparty, and the Company’s marks and logos (solely as a nonexclusive, worldwide license to use in connection with publicity).

TRADEMARK

<u>Agreement</u>	<u>Inbound or Outbound Status</u>	<u>Type of License</u>	<u>Intellectual Property</u>
Terms of Service Agreement, by and between the Company and DigitalOcean.	Inbound and Outbound License	As to Company – limited, non-exclusive, non-transferable, non-sub-licensable, revocable license	As to Company – Use of the DigitalOcean website and such other services of DigitalOcean.
DocuSign Sites & Services Terms and Conditions, by and between the Company and DocuSign.	Inbound License	As to counterparty – worldwide, non-exclusive, royalty-free, fully paid and sub-licensable license.	As to counterparty – Company’s user and services content.
Universal Terms of Service Agreement, by and between the Company and GoDaddy.com, LLC.	Inbound and Outbound License	As to Company – limited, non-exclusive and non-transferable license.	As to Company – DocuSign website and DocuSign service.
Terms of Service Agreement, by and between the Company and ZenPayroll, Inc.	Inbound and Outbound License	As to counterparty – perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license.	As to Company – Use of the GoDaddy website and the products and services thereto.
		As to Company – limited, non-exclusive, non-transferable, non-sub-licensable license.	As to counterparty – Company’s user content.
		As to counterparty – non-exclusive, transferable, sub-licensable, worldwide, royalty-free license.	As to counterparty – “Gusto” content and Platform.
			As to counterparty – Company’s user content.

TRADEMARK

<u>Agreement</u>	<u>Inbound or Outbound Status</u>	<u>Type of License</u>	<u>Intellectual Property</u>
Terms of Service, by and between the Company and Mailgun Technologies, Inc.	Inbound and Outbound License	As to Company – limited, non-exclusive, non-transferable, royalty-free license. As to counterparty – limited, worldwide, non-transferable, royalty-free license.	As to Company – Mailgun’s deliverables thereto. As to counterparty – Company’s pre-existing intellectual property for providing the services therein.
Subscription Agreement, by and between the Company and Medi Radar, Inc., dated as of October 13, 2017, as amended by Subscription Agreement Amendment, dated as of October 21, 2019.	Inbound License	As to Company – non-exclusive, non-transferable, non-sub-licensable license.	As to Company – Medi Radar products and services.
Customer Terms of Service, by and between the Company and Slack	Inbound and Outbound License	As to Company – non-sub-licensable, non-transferable, non-exclusive, limited license. As to counterparty – worldwide, non-exclusive, limited license.	As to Company – Slack services and software components made available thereto. As to counterparty - Company feedback or suggestions regarding the services, customer data and products created by or for Company with respect to the services therein.
QuickBooks Terms of Service, by and between the Company and Intuit Limited.	Inbound and Outbound License	As to Company – personal, limited, non-exclusive, non-transferable license. As to counterparty – worldwide, royalty-free, non-exclusive license.	As to Company – Intuit services. As to counterparty – Company content and feedback provided to Intuit.

TRADEMARK

<u>Agreement</u>	<u>Inbound or Outbound Status</u>	<u>Type of License</u>	<u>Intellectual Property</u>
Master Services Agreement, by and between the Company and In Defense of Growth Incorporated, dated as of September 25, 2019 (including all schedules, exhibits, order forms and statements of work thereto).	Inbound and Outbound License	As to Company – limited license. As to counterparty – non-exclusive, worldwide, perpetual, fully-paid, royalty-free, irrevocable license.	As to Company – Podsiight services. As to counterparty – Data collected from Company's site visitors.

TRADEMARK

(iii) Domain Names and Telephone Numbers.

<u>Domain Name/Telephone Number</u>	<u>Registrant Organization</u>
advertisecast.com	GoDaddy.com
overtime.media	GoDaddy.com
sportscast.media	GoDaddy.com
sportscasts.media	GoDaddy.com

- (b) 1. Cease and Desist Letter, provided by Fross Zelnick on behalf of Overtime Sports, Inc., dated as of March 25, 2021.
- (d) 1. AdvertiseCast Proprietary Software.
- (g)

EXHIBIT A
FORM OF ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT THE BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

FIRST COMMONWEALTH BANK

By: _____
Print: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, ADVERTISECAST, LLC, a Wisconsin limited liability company, (“Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of May __2021 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”) in favor of FIRST COMMONWEALTH BANK, a Pennsylvania bank and trust company (the “Bank”), pursuant to which Pledgor has granted to the Bank a security interest in and contingent assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the

foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of the Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) the Bank has elected to take actual title to the Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer as of May __, 2021.

ADVERTISECAST, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

On this, the __ day of _____, 2021, before me, a Notary Public, personally appeared _____ who acknowledged herself/himself to be the _____ of AdvertiseCast, LLC, and that she/he, as such officer, executed the foregoing instrument for the purposes therein contained by signing her/his name on behalf of AdvertiseCast, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public