

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2KDIRECT, INC.		06/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation, as Collateral Agent		
Street Address:	1603 ORRINGTON AVENUE, SUITE 1005		
City:	EVANSTON		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3892002	IPROMOTE	
Registration Number:	3132806	ADXPRT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St. Suite 1900		
Address Line 2:	c/o Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	06/25/2021		
Total Attachments: 5			
source=Fidus - iPromote - Grant of Security Interest in Patent and Trademarks#page1.tif			
source=Fidus - iPromote - Grant of Security Interest in Patent and Trademarks#page2.tif			
source=Fidus - iPromote - Grant of Security Interest in Patent and Trademarks#page3.tif			
source=Fidus - iPromote - Grant of Security Interest in Patent and Trademarks#page4.tif			

CH \$65.00 3892002

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

June 25, 2021

WHEREAS, 2KDIRECT, INC., a Delaware corporation (the “Pledgor”) is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of June 25, 2021, in which the Pledgor has agreed with **FIDUS INVESTMENT CORPORATION**, as Collateral Agent (the “Collateral Agent”), with offices at 1603 Orrington Avenue, Suite 1005, Evanston, IL 60201, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks (provided, that, the Trademarks and Patents shall exclude any Excluded Property). This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

1. The defined terms in the Credit Agreement, dated as of June 25, 2021, among IPROMOTE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, IPROMOTE MERGER SUB, INC., a Delaware corporation, immediately after the consummation of the Initial Acquisition, 2KDIRECT, INC. a Delaware, the Lenders party thereto, the Collateral Agent and East West Bank, as administrative agent for the Lenders (as amended, modified, restated or supplemented from time to time, the “Credit Agreement”) are used herein with the same meaning.
2. This Grant of Security Interests in Patents and Trademarks is subject to the Credit Agreement, including Sections 10.1 (Expenses; Indemnity; Damage Waiver); 10.2 (Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process), 10.3 (Waiver of Jury Trial) and 10.10 (Construction) thereof.
3. This Grant of Security Interest in Patents and Trademarks may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Grant of Security Interest in Patents and Trademarks. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Grant of Security Interest in Patents and Trademarks shall constitute effective delivery of such signature page.
4. Upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of

the Patents and Trademarks, and, at the request of Pledgor following any such termination, the Collateral Agent shall promptly execute and deliver to Pledgor such documents as Pledgor reasonably requests to evidence such termination.

2KDIRECT, INC.

By: 

Name: Daniel Gedney

Title: Vice President, Assistant Secretary and Treasurer

GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

TRADEMARK
REEL: 007336 FRAME: 0985

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
2KDirect, Inc.	IPROMOTE	3,892,002	US	December 21, 2020
2KDirect, Inc.	ADXPERT	3,132,806	US	August 22, 2006

PATENTS AND PATENT APPLICATIONS

<u>Owner</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Patent</u>	<u>Issue or Filing Date</u>
2KDirect, Inc.	10,891,661	US	Automatic generation of electronic advertising messages	January 12, 2021
2KDirect, Inc.	9,436,953	US	Automatic generation of electronic advertising messages containing one or more automatically selected stock photography images	September 6, 2016
2KDirect, Inc.	10,672,037	US	Automatic generation of electronic advertising messages containing one or more automatically selected stock photography images	June 2, 2020
2KDirect, Inc.	10,482,500	US	Automatically generating both rich advertising messages and associated landing pages using	November 19, 2019

2KDirect, Inc.	17/146,429	US	social media platform content Child Continuing Application of Patent Number 10,891,661	January 11, 2021
2KDirect, Inc.	16/013,525	US	AUTOMATIC GENERATION OF ELECTRONIC ADVERTISING MESSAGES AUTOMATIC GENERATION OF ELECTRONIC ADVERTISING MESSAGES	June 20, 2018
2KDirect, Inc.	16/856,018	US	CONTAINING ONE OR MORE AUTOMATICALLY SELECTED STOCK PHOTOGRAPHY IMAGES	April 22, 2020
2KDirect, Inc.	14/274,400	US	ATTRIBUTION OF RESPONSES TO ADVERTISING	May 9, 2014