

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBERMEDIA, INC.		08/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HARBERT EUROPEAN SPECIALTY LENDING COMPANY, II, S.À R.L.		
Street Address:	26 BOULEVARD ROYAL		
City:	LUXEMBOURG		
State/Country:	LUXEMBOURG		
Postal Code:	L-2449		
Entity Type:	Société à Responsabilité Limitée: LUXEMBOURG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4519285	UBERADS	
Registration Number:	4577078	UBERMEDIA	
Registration Number:	4392702	UBERMEDIA	
Registration Number:	4388513	UBERSOCIAL	
Registration Number:	5064500	UBERADS	
Registration Number:	3829463	ECHO FON	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	257701.000005		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	08/16/2021		

CH \$165.00 4519285

Total Attachments: 9

source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page1.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page2.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page3.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page4.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page5.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page6.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page7.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page8.tif
source=Claret_UberMedia (Intellectual Property Security Agreement) EXECUTION VERSION-signed#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 5, 2021 by and between HARBERT EUROPEAN SPECIALTY LENDING COMPANY II, S.À R.L., its successors and assigns (“**Lender**”) and UBERMEDIA, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. **NEAR PTE. LTD** (the “**Borrower**”) and Lender have entered into that certain Loan Agreement dated as of January 30, 2019 (as may be amended, modified, supplemented, or restated from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement), pursuant to which Lender has agreed to make certain advances of money and to extend certain financial accommodation to the Borrower (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Security Agreement of even date herewith (as may be amended, modified, supplemented, or restated from time to time, the “**Security Agreement**”), Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UBERMEDIA, INC.

By: john faieta
Name: John Faieta
Title: CFO

LENDER:

HARBERT EUROPEAN SPECIALTY LENDING
COMPANY II, S.À R.L.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UBERMEDIA, INC.

By: _____
Name: _____
Title: _____

LENDER:

HARBERT EUROPEAN SPECIALTY LENDING
COMPANY II, S.À R.L.



By: _____
Name: Dragos Cioaca
Title: Sole Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None Identified		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Real-Time Optimization of Bid Selection	10,825,041	(11/03/2020)
Enhanced Hyperlink Feature for Web Pages	8,135,617	(03/13/2012)
Data Picker Application	8,190,622	(05/29/2012)
Enhanced Hyperlink Feature for Web Pages	8,355,949	(01/15/2013)
Microblogging System and Method for Resending Posts	9,397,974	(07/19/2016)
Foot Traffic Estimation System and Method	16/655,048	(10/16/2019)
Systems and Methods for Interacting with Messages, Authors, and Followers	13/048,823	(03/15/2011)
Microblog Client	13/237,192	(09/20/2011)
Systems and Methods for Interacting with Messages, Authors, and Followers	13/889,698	(05/08/2013)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
UBERADS	4,519,285	(04/22/2014)
UBERMEDIA	4,577,078	(07/29/2014)
UBERMEDIA	4,392,702	(08/27/2013)
UBERSOCIAL	4,388,513	(08/20/2013)
UBERADS	5,064,500	(10/18/2016)
ECHOFON	3,829,463	(08/03/2010)

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None Identified		