

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fullthrottle Technologies, LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90708371	ACTIV8	
Serial Number:	90303105	SHOPPER SUITE	
Serial Number:	90303089	FIONA AI	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	09/12/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2020, by and between COMERICA BANK, a Texas banking association ("Bank"), and FULLTHROTTLE TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to STREAM COMPANIES, LLC, a Delaware limited liability company ("Borrower"), in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of April 12, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement and has entered into (i) an Unconditional Guaranty dated as of the same date hereof (as amended from time to time, the "Guaranty"), with respect to the present and future obligations of Grantor to Bank, and (ii) a Third Party Security Agreement dated as of the same date hereof (the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement), pledging certain assets to Bank to secure Grantor's obligations under the Guaranty. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty.

B. Pursuant to the terms of the Guaranty, Grantor has granted to Bank 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 Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty, or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all valid applications and registrations filed by Grantor with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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:

Address of Grantor:

400 Lapp Road
Malvern, PA 19355
Attn: Brian Niemiec

FULLTHROTTLE TECHNOLOGIES, LLC
By: Stream Companies Holdings, LLC, its sole member

By: 

Name: Ryan Harstad

Title: Manager

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

400 Lapp Road
Malvern, PA 19355
Attn: Brian Niemiec

FULLTHROTTLE TECHNOLOGIES, LLC

By: Stream Companies Holdings, LLC, its sole member

By: _____

Name: Ryan Harstad

Title: Manager

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Name: Brennan Moran

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Title Description

Registration No.

Registration Date

None.

EXHIBIT B

Patents

Title

Patent Registration/
Application Serial No.

Issue/File Date

None.

EXHIBIT C

Trademarks

<u>Name</u>	<u>Registration No.</u>	<u>Class</u>	<u>Registration Date</u>	<u>Country</u>
LIVE IN-MARKET SHOPPERS	5797311	042	07/09/19	USA
FULLTHROTTLE	5182978	042	04/11/17	USA
MY SHOWROOM	4644011	042	11/25/14	USA
ADNOMICS	4237250	042	11/6/12	USA
ACTIV8	90708371 (serial no.)		05/13/21	USA
SHOPPER SUITE	90303105 (serial no.)		11/06/20	USA
FIONA AI	90303089 (serial no.)		11/06/20	USA

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