

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MNTN Digital, Inc.	FORMERLY Mountain Digital, Inc. F/K/A Steel House, Inc.	11/23/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank, an Arizona corporation
Street Address:	55 Almaden Boulevard, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87589889	DYNAMIC SPEND OPTIMIZATION
Serial Number:	85288243	STEELHOUSE
Serial Number:	85970899	STEELHOUSE CANVAS
Serial Number:	85970890	STEELHOUSE CANVAS
Serial Number:	85560805	REAL TIME OFFERS
Serial Number:	88594035	S STEELHOUSE
Serial Number:	90570276	MNTN DGTL
Serial Number:	90751885	M
Serial Number:	90747650	MOUNTAIN DIGITAL
Serial Number:	90747649	MNTN DIGITAL
Serial Number:	90898845	LIVING ROOM QUALITY
Serial Number:	90898841	CREATIVE-AS-A-SUBSCRIPTION

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7033826485

Email: DHall@vlpawgroup.com

TRADEMARK

Correspondent Name: Davis Hall
Address Line 1: 12703 Hitchcock Court
Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER: Davis Hall

SIGNATURE: /DavisHall/

DATE SIGNED: 11/23/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 23, 2021 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and MNTN Digital, Inc., a Delaware corporation ("Grantor"), is made with reference to the Amended and Restated Business Financing Agreement, dated as of November 23, 2021 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 term "Intellectual Property Collateral" shall not include (i) 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, or (ii) rights of Grantor as a licensee to the extent the granting of a security interest therein (A) would be contrary to applicable law or (B) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such restriction or prohibition, such property shall automatically be part of the Intellectual Property Collateral; provided that the provisions of this paragraph shall in no case

exclude from the definition of "Intellectual Property Collateral" any Receivables, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MNTN DIGITAL, INC., a Delaware corporation

DocuSigned by:
Patrick Pohlen
By: _____
F2C56A492B394C5...

Name: Patrick Pohlen

Title: Chief Financial Officer

Address for Notices:

Attn: Patrick Pohlen
3644 Eastham Drive
Culver City, CA 90232
Fax: (310) 496-0571

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

DocuSigned by:
Victor Le
By: _____
2F189A3698EF43F...

Name: Victor Le

Title: Senior Director

Address for Notices:

Attn: Victor Le
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax:(408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
DYNAMIC SPEND OPTIMAZATION	87589889	5531729		08/30/2017
STEELHOUSE	85288243	4136836		04/06/2011
STEELHOUSE CANVAS	85970899	4569716		06/26/2013
STEELHOUSE CANVAS	85970890	4569715		06/26/2013
REAL TIME OFFERS	85560805	4499640		03/05/2012
S STEELHOUSE	88594035			08/27/2019
MNTN DGTL	90570276			03/10/2021
M	90751885			06/03/2021
MOUNTAIN DIGITAL	90747650			06/01/2021
MNTN DIGITAL	90747649			06/01/2021
LIVING ROOM QUALITY	90898845			08/24/2021
CREATIVE-AS-A-SUBSCRIPTION	90898841			08/24/2021

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
OFER GENERATION BASED UPON USER ACTIVITY		13947766		07/22/2013
OFFER REDIRECTION BASED ON PRIOR ACTIVITY		13947753		07/22/2013
USER-BASED SEGMENTATION AND SELECTION OF OFFERS		13087157		04/14/2011
DYNAMIC FREQUENCY CAPPING WITH ESCALATING OFFERS		13176659		07/05/2011