

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699064

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ReachMobi, Inc.		12/31/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Star Mountain Diversified Credit Income Fund III, LP		
<b>Street Address:</b>	140 East 45th Street, 37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6023807	REACHMOBI	
<b>Registration Number:</b>	6023809	REACHMOBI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6785537344		
<b>Email:</b>	sinnottm@gtlaw.com		
<b>Correspondent Name:</b>	Matthew Sinnott		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	160589.012500		
<b>NAME OF SUBMITTER:</b>	Matthew Sinnott		
<b>SIGNATURE:</b>	/Matthew Sinnott/		
<b>DATE SIGNED:</b>	12/31/2021		
<b>Total Attachments: 5</b>			
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source=REACHMOBI TRADEMARK SECURITY AGREEMENT (Executed 2021.12.31)#page2.tif			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 31, 2021, is made by and among the grantors listed on the signature pages hereof (each, a "Grantor," and, collectively, the "Grantors"), and STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP ("Star Mountain"), in its capacity as agent for the Lenders described below (in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), by and among AD-VENTURES 3, INC., a Delaware corporation ("Holdco" and together with each other Person from time to time joined as a guarantor thereto or who may hereafter guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, the "Guarantors", and each individually, a "Guarantor"), REACHMOBI, INC., a Delaware corporation ("ReachMobi"), AUGUSTA MEDIA, LLC, a Delaware limited liability company ("Augusta"), BACCHUS MEDIA, LLC, a Delaware limited liability company ("Bacchus"), BAY SPRING MEDIA, LLC, a Delaware limited liability company ("Bay Spring"), CAELUS MEDIA, LLC, a Delaware limited liability company ("Caelus"), DIANA MEDIA, LLC, a Delaware limited liability company ("Diana"), EDESIA MEDIA, LLC, a Delaware limited liability company ("Edesia"), FERONIA MEDIA, LLC, a Delaware limited liability company ("Feronia"), GRACCHI MEDIA, LLC, a Delaware limited liability company ("Gracchi"), HESPERA MEDIA, LLC, a Delaware limited liability company ("Hespera"), INACHUS MEDIA, LLC, a Delaware limited liability company ("Inachus"), JUSTITIA MEDIA, LLC, a Delaware limited liability company ("Justitia"), LIBERTAS MEDIA, LLC, a Delaware limited liability company ("Libertas"), MUTA MEDIA, LLC, a Delaware limited liability company ("Muta"), QUICK HIT MEDIA, LLC, a Delaware limited liability company ("Quick Hit"), and each of the other persons identified as borrowers on the signature pages thereto or subsequently joined as borrowers thereto from time to time (together with ReachMobi, Augusta, Bacchus, Bay Spring, Caelus, Diana, Edesia, Feronia, Gracchi, Hespera, Inachus, Justitia, Libertas, Muta, and Quick Hit, collectively, the "Borrowers"; each of the Borrowers individually, a "Borrower"), the financial institutions which are now or which hereafter become party thereto (collectively, the "Lenders" and each individually a "Lender"), Star Mountain as revolving agent for the Revolving Lenders (as defined therein) (Star Mountain, in such capacity, the "Revolving Agent"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **Definitions.** All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of each Grantor's right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and applications for

registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Each Grantor hereby grants to Agent, for the benefit of itself and Lenders and to secure payment of the Obligations, a continuing security interest (the "Security Interest"), a Lien upon and a right of setoff against all of such Grantor's right, title and interest in and to the Trademarks, whether now owned or hereafter arising, other than those Trademarks that constitute Excluded Property. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Grantor. This Trademark Security Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any Trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any Trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Miscellaneous. This Trademark Security Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent; provided that any modification or amendment shall also be signed by the Grantors. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Trademark Security Agreement shall be given in the manner and with the effect provided in the Loan and Security Agreement. Agent shall not be obligated to preserve any rights any Grantor may have against prior parties, or to realize on the Trademarks at all or in any particular manner or order. This Trademark Security Agreement shall be binding upon and inure to the benefit of Grantors and Agent and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Agent, and each Grantor waives notice of Agent's acceptance hereof. A carbon, photographic or other reproduction of this Trademark Security Agreement, or of any financing statement authorized by any Grantor, shall have the same force and effect as the original for all purposes of a financing statement. This Trademark Security Agreement shall be governed by the substantive laws (other than conflict of law provisions and principles, but including Section 5-1401 and Section 5-1402 of the General Obligations Law) of the State of New York. If any provision or application of this Trademark Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Trademark Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS TRADEMARK SECURITY AGREEMENT.**

[Continued on following page.]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

GRANTORS:

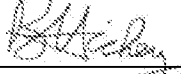
REACHMOBI, INC.

By

Name: Chris Barton

Title: CEO

**STAR MOUNTAIN DIVERSIFIED CREDIT  
INCOME FUND III, LP, as Agent**

By:  \_\_\_\_\_

Name: Brett Hickey

Title: Authorized Signatory

**EXHIBIT A**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b><u>Grantor Name</u></b>	<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
ReachMobi, Inc.	REACHMOBI	6023807	03/31/2020
ReachMobi, Inc.	<b>REACHMOBI</b>	6023809	03/31/2020

**APPLICATIONS**

None.