

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mapp Digital US, LLC		04/07/2022	Limited Liability Company: DELAWARE
Mapp Digital Germany GmbH		04/07/2022	Limited Liability Company: GERMANY
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3447077	SURESEND	
Registration Number:	3496091	BLUEHORNET	
Registration Number:	3496090		
Registration Number:	3045439		
Registration Number:	3045433	BLUEHORNET	
Registration Number:	3461052	FIRECLICK	
Registration Number:	4273736	MAPP	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-22024)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$190.00 3447077

ATTORNEY DOCKET NUMBER:	074658-22024
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/07/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MEME GLOBAL HOLDINGS, LTD., a Cayman Islands exempted company with limited liability (“Holdings”) and MAPP DIGITAL US, LLC, a Delaware limited liability company (the “Borrower”), have entered into the Credit Agreement dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the Guarantors party thereto, the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of April 7, 2022 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (in each case, excluding Excluded Assets) (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule I, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above;

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, designs, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § I051(c) or 15 U.S.C. § I051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § I051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above;

(e) (i) all United States and foreign patents, and patent applications, including each issued patent and patent application identified in Schedule 3, all certificates of invention and all registrations, and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof (collectively, the "Patents"); and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of the United States Copyright Office and Commissioner of the United States Patent and Trademark Office record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission (e.g., "PDF" or "TIFF") shall be effective as delivery of a manually executed counterpart of this Agreement. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the

case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

SECTION 5 GOVERNING LAW. THIS IP SECURITY 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 IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9 Capital Maintenance for German Grantors.

(a) The Administrative Agent agrees that, other than in accordance with the procedure set out in paragraphs (b) to (d) below, it shall not be entitled to any amounts realized by way of enforcement of any IP Rights which are assigned hereunder by a German Grantor (the “**Enforcement Proceeds**”), and accordingly, it shall release and pay out to the respective German Grantor the Enforcement Proceeds if and to the extent that:

- (i) the security interests constituted hereunder (the “**Collateral**”) secure the obligations or liabilities of:
 - (A) a member of the Group that is not a direct or indirect subsidiary of the German Grantor; or
 - (B) a direct or indirect subsidiary of the German Grantor if and to the extent such obligations or liabilities (including guarantees) secure obligations or liabilities of a member of the Group that is not a direct or indirect subsidiary of the German Grantor,

(an “**Up-Stream or Cross-Stream Security**”); and

- (ii) the application of the Enforcement Proceeds towards the discharge of the obligations secured under this Agreement (the “**Secured Obligations**”) had the effect of:
 - (A) reducing the net assets (*Reinvermögen*) (calculated in accordance with the jurisprudence from time to time of the German Federal Supreme Court (*Bundesgerichtshof*) relating to the protection of liable capital under Sections 30 and 31 of the German Limited Liability Companies Act (*GmbHG*) and taking into account, if applicable, sub-paragraph 8 of section 268 of the German Commercial Code (*Handelsgesetzbuch*) (in each case, as amended from time to time)) of the German Grantor (or, in the case of a GmbH & Co. KG, its general partner) to an amount which is less than the amount required to maintain its stated share capital (*Stammkapital*), or increasing an existing shortage of its stated share capital; and
 - (B) thereby giving rise to a violation of the capital maintenance rules pursuant to Sections 30 and 31 GmbHG (as interpreted in accordance with the jurisprudence of the German Federal Supreme Court (*Bundesgerichtshof*) from time to time).

provided that, for the purposes of the calculation of the enforceable amount (if any):

- (I) the amount of any increase of the stated share capital (*Stammkapital*) of the German Grantor (or, in the case of a GmbH & Co. KG, its general partner) after the date of this Agreement shall, unless it has been made with the prior consent of the Administrative Agent, be deducted from the stated share capital (*Stammkapital*), and in any event shall only be taken into account to the extent it has been fully paid up;
- (II) liabilities under loans provided to and other liabilities of the German Grantor shall be disregarded if such loans and liabilities are subordinated or considered subordinated pursuant to Section 39 paragraph 1 no. 5 German Insolvency Code (*InsO*) or are contractually subordinated pursuant to Section 39 paragraph 2 German Insolvency Code (*InsO*);
- (III) loans incurred by the German Grantor (or, in the case of a GmbH & Co. KG, its general partner) in violation of the provisions of the Loan Documents, and other liabilities incurred by the German Grantor (or, in the case of a GmbH & Co. KG, its general partner) in wilful or negligent (*vorsätzlich oder fahrlässig*) violation of the Loan Documents, shall be disregarded.

(b) Subject to paragraph (d) below, the limitation of the application of the Enforcement Proceeds towards discharge of the Secured Obligations set out in paragraph (a) shall cease to apply if:

- (i) the Administrative Agent has not within fifteen (15) days following the making of notification to the relevant German Grantor of its intention to enforce the Collateral (an “**Enforcement Notice**”) received a confirmation in writing from the German Grantor :
 - (A) to what extent the security interests constituted hereunder constitute an Up-stream or Cross-stream Security; and
 - (B) which amount of such the Enforcement Proceeds resulting from such Up-stream or Cross-stream Security cannot be applied towards discharge of the Secured Obligations as it would otherwise cause its (or, in the case of a GmbH & Co. KG, its general partner's) net assets to fall below its stated share capital or increase an existing shortage of its (or, in the case of a GmbH & Co. KG, its general partner) stated share capital, taking into account the adjustments set out in paragraph (a) (setting out in reasonable detail to what extent the net assets would fall below the stated share capital or an increase of an existing shortage would occur, providing an up-to-date pro forma balance sheet and a statement if and to what extent a realisation or other measures undertaken in accordance with the mitigation provisions set out in paragraph (e) below would not prevent such situation) (the “**Management Determination**”); and
- (ii) the Administrative Agent has not within thirty (30) days following the making of an Enforcement Notice received a determination by an auditor (the “**Auditor's Determination**”) appointed by the German Grantor of the amount of the Enforcement Proceeds that cannot be applied towards discharge of the Secured Obligations as it would have been necessary on the date of the Enforcement Notice to maintain its (or, in the case of a GmbH & Co. KG, its general partner) stated share capital or to avoid the increase of an existing shortage of its (or, in the case of a GmbH & Co. KG, its general partner's) stated share capital.

(c) If the Administrative Agent disagrees with the Management Determination or the Auditor's Determination, it shall notify the German Grantor accordingly. The Administrative Agent shall at any time be entitled to apply the Enforcement Proceeds in discharge of the Secured Obligations up to the amount which is undisputed between the Administrative Agent and the German Grantor in accordance with the provisions of paragraph (b). In relation to any amounts of the Enforcement Proceeds which are disputed, the parties shall be entitled to further pursue their rights hereunder in court.

(d) If and to the extent that the Enforcement Proceeds were applied towards discharge of the Secured Obligations without regard to the limitation set out in this Section 9 because the Management Determination was not delivered within the relevant time frame, and the Auditor's Determination is delivered to the Administrative Agent within the time frame set forth in paragraph (b)(ii), the Administrative Agent shall within ten (10) days from the receipt of a written payment demand from the German Grantor , repay to the German Grantor any amount of the Enforcement Proceeds received by the Administrative Agent which, according to the Auditor's Determination, is as of the date of the Enforcement Notice, necessary to maintain the German Grantor’s (or, in the case of a GmbH & Co. KG, its general partner's) stated share capital or to avoid the increase of an existing shortage of its (or, in the case of a GmbH & Co. KG, its general partner's) stated share capital. The right of the Administrative Agent to challenge the Auditor's Determination and to pursue its rights hereunder in court shall remain unaffected.

(e) Where the German Grantor claims in accordance with the provisions of paragraphs (b) and (d) above that the application of the Enforcement Proceeds towards discharge of the Secured Obligations is limited, it shall realise, to the extent lawful and commercially justifiable, as soon as practicable any and all of its assets that are shown in its balance sheet with a book value (*Buchwert*) that is significantly lower than their market value and not necessary for its business (*betriebsnotwendig*). For the purposes of this paragraph (e) the book value of an asset shall be considered significantly lower than the market value of such asset if its book value is at least 25% lower than its market value.

(f) The limitations on the application of the Enforcement Proceeds towards discharge of the Secured Obligations set out in this Section 9 shall not apply:

- (i) to the amount of any Enforcement Proceeds that corresponds to the amount owing by the German Grantor as a primary obligor under a Loan Document;
- (ii) to the amount of any Enforcement Proceeds that corresponds to the amount of any funds under the Credit Agreement or any guarantees that have been on-lent to, or issued for, the benefit of the German Grantor or any of its subsidiaries (and/or, in the case of an Assignor in the form of a GmbH & Co. KG, its general partner and the general partner's subsidiaries), and such amounts on-lent or such guarantees have not been repaid or returned by the German Grantor prior to an Enforcement Notice being made;
- (iii) if the German Grantor is subject to a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) as a dominated company, unless and to the extent the German Grantor evidences to the Administrative Agent that at the time of enforcement of the Up-stream or Cross-stream Security:
 - (A) it will not acquire a valuable consideration-, recourse- or loss compensation claim (*vollwertiger Gegenleistungs-, Rückgewähr- oder Verlustausgleichsanspruch*), and there is at that time no judgment of the German Federal Supreme Court (*Bundesgerichtshof*) which confirms that the application of Section 30 paragraph 1 sentence 2 alternative 1 GmbHG does not require a valuable consideration-, recourse- or loss compensation claim; or
 - (B) the existence of such domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) does not lead to the inapplicability of section 30 paragraph 1 sentence 1 GmbHG;
- (iv) to the extent the German Grantor has a valuable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) as a result of the enforcement of the Up-stream or Cross-stream Security against any other person or entity other than its subsidiaries; or
- (v) if the German Grantor has not complied with its obligations pursuant to paragraphs (b) and (e) above.

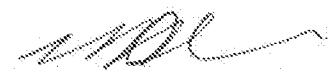
(g) The above limitation on the application of Enforcement Proceeds towards discharge of the Secured Obligations will not prejudice the rights of the Administrative Agent to apply the Enforcement Proceeds towards discharge of the Secured Obligations at any later point in time (subject

always to the restrictions set out in this Section 9 above at the time of such application). The Administrative Agent is entitled to request from time to time within reasonable time periods a new assessment of the limitations pursuant to this Section 9.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

MAPP DIGITAL US, LLC

By: 
Name: Matthew Johnson
Title: Vice President, Secretary and Treasurer

MAPP DIGITAL GERMANY GMBH

By: _____
Name: Steven Warren
Title: Director

[Signature Page to IP Security Agreement]

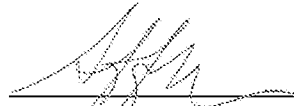
TRADEMARK
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IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

MAPP DIGITAL US, LLC

By: _____
Name: Matthew Johnson
Title: Vice President, Secretary and Treasurer

MAPP DIGITAL GERMANY GMBH

By:  _____
Name: Steven Warren
Title: Director

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Adam Eramo
Name: Adam Eramo
Title: Vice President

Schedule 1




COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

[IP Security Agreement]

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Registration No. (Application No.)	Registration Date (Application Date)	Mark
Mapp Digital US, LLC	3447077	June 10, 2008	SURESEND
Mapp Digital US, LLC	3496091	September 2, 2008	BLUEHORNET
Mapp Digital US, LLC	3496090	September 2, 2008	
Mapp Digital US, LLC	3045439	January 17, 2006	
Mapp Digital US, LLC	3045433	January 17, 2006	BLUEHORNET
Mapp Digital US, LLC	3461052	July 8, 2008	FIRECLICK
Mapp Digital Germany GmbH	(79216150)	(April 3, 2017)	
Mapp Digital Germany GmbH	4273736	January 15, 2013	MAPP

[IP Security Agreement]

Schedule 3

PATENTS AND PATENT APPLICATIONS

Grantor	Registration No. (Application No.)	Registration Date (Application Date)	PATENT NAME
Mapp Digital US, LLC	9767462	September 19, 2017	LOCALIZED TIME ZONE DELIVERY SYSTEM AND METHOD
Mapp Digital US, LLC	(13358440)	(January 25, 2012)	Email Strategy Templates System and Method
Mapp Digital US, LLC	(14301067)	(June 10, 2014)	SCALED SUBSCRIBER PROFILE GROUP FOR EMARKETERS

[IP Security Agreement]

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RECORDED: 04/07/2022

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