

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharethrough Inc.		04/29/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	119 SAINT-JACQUES STREET		
City:	MONTREAL, QUEBEC		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5427884	DISTRICT M	
Registration Number:	5432215	DISTRICT M	
Registration Number:	4561543	NATIVE ADVERTISING	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Katherine P. Califa		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007		
DOMESTIC REPRESENTATIVE			
Name:	Katherine P. Califa		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Katherine P. Califa		

OP \$90.00 5427884

SIGNATURE:	/Katherine P. Califa/
DATE SIGNED:	05/10/2022
Total Attachments: 4 source=IP Security Agreement (signed STR)#page1.tif source=IP Security Agreement (signed STR)#page2.tif source=IP Security Agreement (signed STR)#page3.tif source=IP Security Agreement (signed STR)#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 29, 2022 (this “**Agreement**”), is made by Sharethrough Inc., a corporation incorporated under the laws of Canada (the “**Grantor**”), in favor of Bank of Montreal (“**Secured Party**”).

WITNESSETH:

WHEREAS, a Letter of Agreement - Amendment and Restatement dated January 5, 2021 has been entered into by and among the Grantor (previously known as District M Inc.), as borrower, Sharethrough USA, Inc., a Delaware corporation, as guarantor, and BMO, as lender (as amended, restated, amended and restated, modified, supplemented or replaced from time to time the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Grantor is required to grant, assign as security, and pledge to the Secured Party a continuing lien and security interest in Grantor’s right, title, and interest in and to the IP Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in IP Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Credit Obligations (as such term is defined in the Deed of Hypothec (as defined below)) of Grantor, hereby unconditionally grants, assigns as security, and pledges to the Secured Party a continuing lien and security interest in Grantor’s right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the “**IP Collateral**”):

(a) all of its (i) trademarks and all trademark licenses providing for the grant by or to Grantor of any right under any trademark, including those referred to on Schedule 1 hereto and (ii) patents and all patent licenses providing for the grant by or to Grantor of any right under any patent, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark or patent; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Documents. The security interest granted pursuant to this Agreement is granted in conjunction with (i) the deed of hypothec dated as of February 4, 2021 and granted by the Grantor

in favour of the Secured Party (the “**Deed of Hypothec**”) and (ii) other security granted to the Secured Party in connection with the Credit Agreement pursuant to the applicable security documents (collectively, the “**Security Documents**”) and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with any provision of the Security Documents, the Security Documents shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and patents subject to a security interest hereunder.

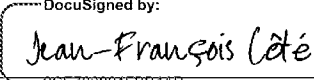
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement

Section 6. Governing Law. **THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK, INCLUDING, BUT NOT LIMITED TO, THE UNIFORM COMMERCIAL CODE AND THE PROVISIONS OF NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 AND 5-1402, WITHOUT REGARD TO CHOICE-OF-LAW RULES IN ANY JURISDICTION. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY ATTORNS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, PROVIDED THAT NOTHING HEREIN SHALL PREVENT THE SECURED PARTY FROM PROCEEDING AT ITS ELECTION AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER STATE, COUNTRY OR JURISDICTION.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHARETHROUGH INC.

By: 
Name: Jean-François Côté
Its: President & CEO

SCHEDULE I
TO
IP SECURITY AGREEMENT

<u>Nature of Right</u>	<u>Name or Description</u>	<u>Registration Office</u>	<u>Registration or Application No.</u>
Trademark	District M design & logo	OPIC	1 850 630
Trademark	District M wordmark	OPIC	1 850 374
Trademark	District M wordmark	USPTO	5 427 884
Trademark	District M design & logo	USPTO	5 432 215
Trademark	District M wordmark	EUIPO	018196586
Trademark	Sharethrough design logo	OPIC	2113794
Trademark	SHARETHROUGH	Australia	1712813
Trademark	SHARETHROUGH	OHIM (Europe)	013571682
Trademark	NATIVE ADVERSTISING	USPTO	4,561,543
Trademark	sharethrough	JP	T5835355

Patent	Dynamic Native Advertisement Insertion	USPTO	10,380,239 B2
Patent	Dynamic Native Content Insertion	USPTO	16/538,607 (Appl.)
Patent	Dynamic Native Advertisement Insertion	PCT	PCT/US14/56399 (Appl.)
Patent	Dynamic Native Content Insertion (Continuation-In-Part-of 14868212,3)	USPTO	15/173,552 (Appl.)
Patent	Electronic Asset Delivery And Event Tracking System	USPTO	14/749,064 (Appl.)
Patent	Graph-Based Content Quality Scores	USPTO	14/498,962 (Appl.)
Patent	Third-Party Cross-Site Data Sharing	USPTO	9,912,767 B1
Patent	Third Party Cross-Site Date Sharing (Continuation of 60303-0024)	USPTO	15/912,424
Patent	Enhanced Ads	USPTO	n/a