

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731780

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marketing Associates, LLC		06/01/2022	Limited Liability Company: MICHIGAN
Magnify, LLC		06/01/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	4962872	MAGNIFY ANALYTIC SOLUTIONS A DIVISION OF
<b>Registration Number:</b>	4278544	MARKETING ASSOCIATES CREATIVITY · TECHNO
<b>Registration Number:</b>	4278545	MA
<b>Registration Number:</b>	5531706	ONEMAGNIFY
<b>Registration Number:</b>	5531707	ONEMAGNIFY
<b>Registration Number:</b>	4940310	CONCLUSIVE ANALYTICS BETTER BUSINESS DEC
<b>Registration Number:</b>	4107890	CONCLUSIVE ANALYTICS
<b>Serial Number:</b>	87401000	MAGNIFY TECHNICAL SOLUTIONS A DIVISION O
<b>Serial Number:</b>	87401025	MAGNIFY MARKETING SOLUTIONS A DIVISION O
<b>Serial Number:</b>	88783600	MAGNIFY
<b>Serial Number:</b>	87400968	MAGNIFY CREATIVE SOLUTIONS, A DIVISION O

## 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: 800-494-5225

Email: ipteam@cogencyglobal.com

TRADEMARK

REEL: 007740 FRAME: 0303

**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1703776 TM

**NAME OF SUBMITTER:** Jeffrey M. Negron

**SIGNATURE:** /Jeffrey M. Negron/

**DATE SIGNED:** 06/01/2022

**Total Attachments: 6**

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**Notice of Security Interests in Trademarks**

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of June 1, 2022 (this “Agreement”), made by MARKETING ASSOCIATES, LLC, a Michigan limited liability company and MAGNIFY, LLC, a Delaware limited liability company (collectively, the “Pledgors” and each, a “Pledgor”), in favor of JEFFERIES FINANCE LLC, as Collateral Agent.

Reference is made to the Collateral Agreement dated as of June 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among OMCV HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), OMCV PURCHASER, LLC, a Delaware limited liability company (the “Borrower”), and the Collateral Agent. The parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, trade names, domain names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and pending applications filed in connection therewith, including registrations and registration applications, and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge and grant of security interest will not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act and examined and accepted by the United States Patent and Trademark Office).

**SECTION 3. Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral

are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

**SECTION 4. Recordation.** The Pledgors hereby request and authorize the United States Patent and Trademark Office to record this Agreement against the IP Collateral.

**SECTION 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (e.g., DocuSign, PDF or TIFF format) shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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 Transactions Act.

**SECTION 6. Termination.** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor’s Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 9.15 of the Credit Agreement (including the delivery of any certificate required thereunder) execute and deliver to such Pledgor as such Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgors to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

**SECTION 7. Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MARKETING ASSOCIATES, LLC

By:   
Name: Mark Petroff  
Title: President and Chief Executive Officer

MAGNIFY, LLC

By:   
Name: Mark Petroff  
Title: President and Chief Executive Officer

JEFFERIES FINANCE LLC,  
as Collateral Agent,

By 

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Name: Jonathan Ciuffreda  
Title: Managing Director

*[Signature Page to Notice of Security Interests in Trademarks]*