

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marketing Associates, LLC		06/01/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Proteus Partners, Inc., as Noteholder Agent.		
Street Address:	17876 Wildflower Drive		
City:	Northville		
State/Country:	MICHIGAN		
Postal Code:	48168		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4962872	MAGNIFY ANALYTIC SOLUTIONS A DIVISION OF	
Registration Number:	4278544	MARKETING ASSOCIATES CREATIVITY · TECHNO	
Registration Number:	4278545	MA	
Registration Number:	5531706	ONEMAGNIFY	
Registration Number:	5531707	ONEMAGNIFY	
Serial Number:	87401000	MAGNIFY TECHNICAL SOLUTIONS A DIVISION O	
Serial Number:	87401025	MAGNIFY MARKETING SOLUTIONS A DIVISION O	
Serial Number:	88783600	MAGNIFY	
Serial Number:	87400968	MAGNIFY CREATIVE SOLUTIONS, A DIVISION O	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		

OP \$240.00 4962872

SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	06/10/2022
Total Attachments: 7 source=Project Six - Subordinated Trademark Security Agreement#page1.tif source=Project Six - Subordinated Trademark Security Agreement#page2.tif source=Project Six - Subordinated Trademark Security Agreement#page3.tif source=Project Six - Subordinated Trademark Security Agreement#page4.tif source=Project Six - Subordinated Trademark Security Agreement#page5.tif source=Project Six - Subordinated Trademark Security Agreement#page6.tif source=Project Six - Subordinated Trademark Security Agreement#page7.tif	

Notice of Subordinated Security Interests in Trademarks

NOTICE OF SUBORDINATED 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 Proteus Partners, Inc., as Noteholder Agent.

Reference is made to the Subordinated Collateral Agreement dated as of June 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Subordinated Collateral Agreement”), among OMCV Holdings, LLC, a Delaware limited liability company (“Holdings”), OMCV Purchaser, LLC, a Delaware limited liability company (the “Maker”), and the Noteholder 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 Subordinated Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Subordinated 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 Subordinated Collateral Agreement hereby pledges to the Noteholder Agent, its successors and permitted assigns, for the benefit of the Noteholders, and hereby grants to the Noteholder Agent, its successors and permitted assigns, for the benefit of the Noteholders, 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 each Pledgor or in which each 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”):

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. ***Subordinated Collateral Agreement.*** The security interests granted to the Noteholder Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Noteholder Agent pursuant to the Subordinated Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Noteholder Agent with respect to the IP Collateral are more fully set forth in the Subordinated 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 Subordinated Collateral Agreement, the terms of the Subordinated 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 Subordinated Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Subordinated Collateral Agreement. The Noteholder Agent shall, in connection with any termination or release herein or under the Subordinated Collateral Agreement, subject to Section 10 of the Note (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 Subordinated Collateral Agreement), the Noteholder 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 SUBORDINATED 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.

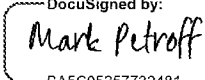
MARKETING ASSOCIATES, LLC

By: DocuSigned by: Mark Petroff
5A5C02257732481...
Name: Mark Petroff
Title: President and Chief Executive Officer

MAGNIFY, LLC

By: DocuSigned by: Mark Petroff
5A5C02257732481...
Name: Mark Petroff
Title: President and Chief Executive Officer

PROTEUS PARTNERS, INC.,
as Noteholder Agent,

By  DocuSigned by:


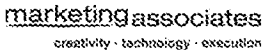


BA5C05257732401...
Name: Mark Petroff

Title: President

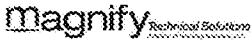

Schedule I
Notice of Security Interests in Trademarks

Trademarks Owned by Marketing Associates, LLC

Trademark Registrations

Owner	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Marketing Associates, LLC		86676986	06/29/2015	4962872	05/24/2016
Marketing Associates, LLC		85571927	03/16/2012	4278544	01/22/2013
Marketing Associates, LLC		85571934	03/16/2012	4278545	01/22/2013
Marketing Associates, LLC		87572737	08/17/2017	5531706	07/31/2018
Marketing Associates, LLC	ONEMAGNIFY	87572744	08/17/2017	5531707	07/31/2018

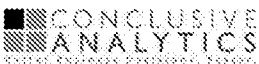
Trademark Applications

Owner	Trademark	IP Office	Application Number	Filing Date
Marketing Associates, LLC		United States	87401000	04/06/2017
Marketing Associates, LLC		United States	87401025	04/06/2017

Owner	Trademark	IP Office	Application Number	Filing Date
Marketing Associates, LLC	MAGNIFY	United States	88783600	02/03/2020
Marketing Associates, LLC	MAGNIFY CREATIVE SOLUTIONS, A DIVISION OF MARKETING ASSOCIATES, LLC	United States	87400968	04/06/2017

Trademarks Owned by Magnify, LLC

Trademark Registrations

Owner	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Magnify, LLC		86695204	07/16/2015	4940310	04/19/2016
Magnify, LLC	CONCLUSIVE ANALYTICS	85303331	04/25/2011	4107890	03/06/2012

Trademark Applications

N/A