

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MINDS ON, LLC	FORMERLY MINDS ON INC.	06/17/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	NEWSRING MEZZANINE CAPITAL IV, L.P.		
Trading As:	IN ITS CAPACITY AS COLLATERAL AGENT FOR LENDER		
Street Address:	555 East Lancaster Avenue		
Internal Address:	Third Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3844823	MINDS ON	
Registration Number:	5864039	SUPERCHARGE YOUR SALES	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J j Stein		
Address Line 1:	100 Lenox Drive, Suite 200		
Address Line 2:	Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott Jonathan Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	06/23/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY PLEDGE AND SECURITY AGREEMENT

This INTELLECTUAL PROPERTY PLEDGE AND SECURITY AGREEMENT (“*Agreement*”) is entered into as of June 17, 2022, by and between (a) **NEWSRING MEZZANINE CAPITAL IV, L.P.** with an address of 555 East Lancaster Avenue, Third Floor, Radnor, Pennsylvania 19087 (“*NewSpring*”), in its capacity as collateral agent for Lender (as hereinafter defined) (in such capacity, “*Collateral Agent*”), and (b) **MINDS ON, LLC**, an Ohio limited liability company with a principal place of business and a mailing address of 8864 Whitney Drive, Lewis Center, Ohio 43035 (“*Debtor*”).

This Agreement is being delivered by Debtor to Collateral Agent pursuant to the Senior Subordinated Term Loan Agreement, dated as of September 23, 2020 (as amended, restated, supplemented, or otherwise modified from time to time through the date hereof, the “*Loan Agreement*”), by and among NewSpring, NEWSRING MEZZANINE CAPITAL PARALLEL IV, L.P., a Delaware limited partnership (“*NewSpring Parallel*,” and together with NewSpring, collectively, “*Lender*”), Collateral Agent, Debtor, SOCIALSEO, LLC, a Colorado limited liability company (“*SocialSEO*”), DIGITAL MARKETING HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), TITAN GROWTH, LLC, a California limited liability company (“*Titan*”), RADD INTERACTIVE, LLC, a California limited liability company (“*Radd Interactive*”), LEADUCE, LLC, a California limited liability company (“*Leaduce*”), RADD MARKETING, LLC, a California limited liability company (“*Radd Marketing*”), STREIFF MARKETING, LLC, a Utah limited liability company (“*Streiff*”), and DIGITAL TALENT AGENTS, LLC, a Missouri limited liability company d/b/a Influence & Co. (“*Influence*,” and together with Debtor, SocialSEO, Holdings, Titan, Radd Interactive, Leaduce, Radd Marketing, and Streiff, individually and collectively, jointly and severally, the “*Borrower*”). All capitalized terms used herein and not otherwise defined have the same meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations, as herein defined, Debtor agrees as follows:

1. PLEDGE AND GRANT OF SECURITY

1.1. Secured Obligations. The security interest granted hereby shall secure the payment and performance of all of the Liabilities and all of the Borrower’s duties, obligations and liabilities to Collateral Agent and Lender, including but not limited to those pursuant to the Loan Agreement, the Senior Subordinated Term Note and the other Financing Agreements, including without limitation the payment of any outstanding indebtedness thereunder (the “*Obligations*”).

1.2. Pledge and Grant of Security Interest. To secure the Obligations, Debtor grants and pledges to Collateral Agent, for the benefit of Lender, a continuing security interest in, and lien upon, subject in priority only to the lien of the Senior Lender, all of Debtor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “*Intellectual Property Collateral*”), including, without limitation, the following:

(a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “*Copyrights*”);

(b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(d) all patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “*Patents*”);

(e) any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks (collectively, the “*Trademarks*”);

(f) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) all licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(i) all Intellectual Property as defined in the Minds On PSA (as that term is defined in the Loan Agreement), including, without limitation, as identified on **Exhibit A** hereto, whether or not Copyrights, Patents or Trademarks; and

(j) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Debtor hereby authorizes Collateral Agent to (a) amend the exhibits to this Agreement, in consultation with the Borrower, to include any Intellectual Property Collateral which Debtor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

1.3. Financing Statements and Other Action. Debtor agrees to do all acts that Collateral Agent reasonably deems necessary or desirable to protect the security interest granted hereby or to otherwise carry out the provisions of this Agreement, including, but not limited to,

executing financing, continuation, amendment and termination statements and similar instruments. After and effective upon an Event of Default, Debtor irrevocably appoints Collateral Agent as Debtor's attorney-in-fact to (a) do all acts Debtor may be required to do under this Agreement and (b) file any and all financing statements Collateral Agent deems necessary or advisable to protect, maintain or perfect its security interest in the Intellectual Property Collateral. All reasonable charges, expenses and fees Collateral Agent and Lender may incur in obtaining or filing any of the foregoing shall be charged to the Debtor's account, added to the Obligations and payable on demand.

1.4. Remedies Cumulative. This security interest is granted in conjunction with the security interest granted to Collateral Agent and Lender under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Agreements, and those which are now or hereafter available to Collateral Agent and Lender as a matter of law or equity. Each right, power and remedy of Collateral Agent or Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent or Lender of any one or more of the rights, powers or remedies provided for in this Agreement or the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent and Lender, of any or all other rights, powers or remedies.

2. MISCELLANEOUS

2.1. Waiver of Jury Trial. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR COLLATERAL AGENT AND LENDER TO ENTER INTO THE TRANSACTIONS EVIDENCED BY THE FINANCING AGREEMENTS.

2.2. Future Advances. It is the intent of the parties hereto that this Agreement shall secure all of the obligations, covenants, terms and agreements contained in the Financing Agreements, this Agreement and all other obligations secured hereby, regardless of how they arose or were acquired, now existing or hereafter arising, regardless of the date of any advances under the Financing Agreements, and to secure any other amount or amounts that may be added to the Obligations, including, without limitation, all additional or further moneys that may be advanced by Collateral Agent or Lender from time to time to or on behalf of Debtor and/or the other Borrower entities after the date hereof. Such additional advances may include, without limitation, any advances under any future revolving credit or other credit facility extended to Debtor and/or the other Borrower entities by Collateral Agent and Lender. The total amount of indebtedness secured hereby may decrease or increase from time to time by the parties, which future advances of money, if made, may be evidenced by a note or notes executed by Debtor and/or the other Borrower entities to Collateral Agent and Lender bearing such rate of interest

and with such maturities as may be determined from time to time. Nothing herein contained shall be deemed an obligation on the part of Collateral Agent or Lender to make any future advances. Without limiting any term of this Agreement, in addition to the all of the obligations, covenants, terms and agreements contained in the Financing Agreements and all other obligations secured hereby, this Agreement is given to, and shall, secure any and all obligations of Debtor to Collateral Agent and Lender arising by virtue of any security agreement, note, or other agreement between Debtor and Collateral Agent and Lender, and all liabilities of Debtor to Collateral Agent and Lender (primary, secondary, direct, contingent, sole, joint or several, whether similar, dissimilar or related or unrelated) due or to become due or that may hereafter be contracted or acquired.

2.3. Notices. Any notice under this Agreement shall be given in accordance with the Loan Agreement.

2.4. Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the heirs, executors, administrators, legal representatives, successors and assigns of the parties. The obligations of Debtor, if more than one, shall be joint and several.

2.5. Interpretation. Reference to the singular or the plural shall be deemed to include the other where the context requires. In particular, the use of the term "Debtor" in the singular shall include all debtors and the default of any Debtor shall be deemed to be a default of all Debtors.

2.6. Governing Law. This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed under the laws of the State of New York.

2.7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

2.8. Cross-Default. An Event of Default by Debtor under this Agreement shall constitute an Event of Default under the Loan Agreement and all other Financing Agreements.

2.9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Intellectual Property Pledge and Security Agreement has been duly executed under seal as of the day and year first above written.

DEBTOR:

MINDS ON, LLC

By: 

Name: Robert E. Horton

Title: Chairman

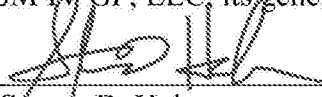
Signature Page to Intellectual Property Pledge and Security Agreement – Minds On, LLC

TRADEMARK
REEL: 007761 FRAME: 0400

COLLATERAL AGENT:

NEWSPRING MEZZANINE CAPITAL IV, L.P.

By: NSM IV GP, LLC, its general partner

By:  _____

Name: Steven D. Hobman

Title: President

Signature Page to Intellectual Property Pledge and Security Agreement – Minds On, LLC