

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Partners for Growth IV, LP		12/28/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q1Media, Inc.		
<b>Street Address:</b>	11401 Century Oaks Terrace, Suite 470		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78758		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4600369	Q1MEDIA	
<b>Registration Number:</b>	4600370	ADEXCITE	
<b>Registration Number:</b>	4665933	HYDRA PLATFORM	
<b>Registration Number:</b>	4596134	ADEXCITE VIDEO	
<b>Serial Number:</b>	86333436	VREAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173453299		
<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>			
<b>Email:</b>	trademarks@burnslev.com		
<b>Correspondent Name:</b>	Deborah J Peckham		
<b>Address Line 1:</b>	Burns & Levinson LLP, 125 High Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	43151.0		
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham		
<b>SIGNATURE:</b>	/Deborah J Peckham/		
<b>DATE SIGNED:</b>	07/20/2022		
<b>Total Attachments: 8</b>			

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**PARTNERS FOR GROWTH IV, LP**

**1660 TIBURION BLVD., SUITE D**

**TIBURON, CALIFORNIA 94920**

**(415) 912-5892**

**Facsimile: (415) 781-0510**

**Email: [natalie@pfgrowth.com](mailto:natalie@pfgrowth.com); cc: [geoff@pfgrowth.com](mailto:geoff@pfgrowth.com)**

Delivered via Electronic Mail

December 28, 2016

Q1Media, Inc.  
11401 Century Oaks Terrace, Suite 470  
Austin, TX 78758

Attention: Philip Banfield

Re: Confirmation of Loan Pay-Off; Authorization to Terminate Liens

Dear Sir:

Reference is made to that certain Loan and Security Agreement between PFG and Borrower dated as of February 20, 2014, as amended and restated on April 9, 2015, as further modified by that certain Modification No. 1 to the Restatement dated as of October 1, 2015 and that certain Second Modification No. 2 to Amended and Restated Loan and Security Agreement dated as of August 31, 2016 (such Loan and Security Agreement, as amended and restated and modified, the "Loan Agreement")., between Partners for Growth IV, L.P. ("PFG") and Q1Media, Inc., a Delaware corporation ("Company"), together with all mortgages, hedge agreements, subordination agreements, intercreditor agreements, pledge agreements, account control agreements, notes and other documents and instruments relating thereto (together with the Loan Agreement, collectively, the "Loan Documents") pursuant to which the Company borrowed money from PFG and PFG made Loans to the Company. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

This letter constitutes PFG's confirmation that it has received the Payoff Amount (as defined in that certain Payoff Letter to which this Authorization to Terminate Liens (in unexecuted form) is appended as Exhibit A.

PFG hereby grants authority to the Company and its agents to (A) terminate all UCC financing statements filed by PFG in respect of the assets of the Company, including, without limitation, those set forth in *Schedule 1* hereto, (B) terminate all assignments for security or other filings filed with the United States Patent and Trademark Office in respect of trademarks of the Company (including as set forth in *Schedule 1* hereto), (C) terminate all deposit account control agreements in effect among the Company, PFG and any and all relevant depository institutions, (D) terminate any and all landlord consents and bailee waivers that may be in effect in favor of PFG, (E) terminate any other agreement, arrangement or filing containing or evidencing any lien on or security interest in any Company property, including but not limited to the Loan Documents, (F) use this letter as evidence of PFG's agreement that the foregoing liens are terminated and that

**TRADEMARK**


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documents evidencing such liens have been terminated by the Company, other than obligations thereunder expressly stated therein to survive termination.

PFG agrees to other cooperate with the Company in effecting the termination of Liens, including to (i) promptly execute and deliver any other customary documents or instruments reflecting PFG's release of its security interests and liens in Collateral, including, without limitation, termination notices relating to any deposit or securities account control agreements or intellectual property security agreements or other notices terminating PFG's security interest arising under the Loan Documents, (ii) if applicable, return any pledged stock or other possessory collateral in PFG's possession to the pledgor thereof and (iii) procure, deliver, or execute and deliver to the Company, from time to time, all further releases, termination statements, certificates, instruments, filings, notices, and other documents, each in form and substance satisfactory to the Company, and take any other actions, as may be reasonably requested by the Company or which are required to evidence the consummation of the payoff contemplated hereby, *provided however*, that PFG's obligations under this clause shall be subject to the Company's prompt reimbursement of costs and expenses incurred by PFG (including all reasonable attorneys' fees and expenses) in connection therewith, and the Company's execution and delivery of the Payoff Letter constitutes its agreement to do so.

This letter agreement shall become effective only when executed and delivered by PFG which PFG agrees to do promptly upon its receipt of the Payoff Amount.

Partners for Growth IV, L.P.

By:   
Philip Lawson  
Manager, Partners for Growth IV, LLC  
General Partner

*Authorization to Terminate Liens*

**TRADEMARK**  
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## Schedule 1

### Trademark Schedule

Registration Number	Date Registered	Mark	Owner
4,600,369	September 9, 2014	QIMedia	QIMedia, Inc.
4,600,370	September 9, 2014	AdExcite	QIMedia, Inc.
4,665,933	January 6, 2015	Hydra Platform	QIMedia, Inc.
4,596,134	September 9, 2015	AdExcite Video	QIMedia, Inc.
Serial Number	Date Filed	Mark	Owner
86333436	July 17, 2014	vRead	QIMedia, Inc.

### UCC Filings

<i>Jurisdiction</i>	<i>Date</i>	<i>Filing Number</i>
DE	February 20, 2014	40668541
DE	April 9, 2015	51532067

**PARTNERS FOR GROWTH IV, LP**

1660 TIBURION BLVD., SUITE D

TIBURON, CALIFORNIA 94920

(415) 912-5892

Facsimile: (415) 781-0510

Email: [natalie@pfgrowth.com](mailto:natalie@pfgrowth.com); cc: [geoff@pfgrowth.com](mailto:geoff@pfgrowth.com)

Delivered via Electronic Mail

December 22, 2016

Q1Media, Inc.  
11401 Century Oaks Terrace, Suite 470  
Austin, TX 78758

Attention: Philip Banfield

Re: Pay-Off Letter

Dear Sir:

Reference is made to that certain Loan and Security Agreement between PFG and Borrower dated as of February 20, 2014, as amended and restated on April 9, 2015, as further modified by that certain Modification No. 1 to the Restatement dated as of October 1, 2015 and that certain Second Modification No. 2 to Amended and Restated Loan and Security Agreement dated as of August 31, 2016 (such Loan and Security Agreement, as amended and restated and modified, the "Loan Agreement"), between Partners for Growth IV, L.P. ("PFG") and Q1Media, Inc., a Delaware corporation ("Company"), together with all mortgages, hedge agreements, subordination agreements, intercreditor agreements, pledge agreements, account control agreements, notes and other documents and instruments relating thereto (together with the Loan Agreement, collectively, the "Loan Documents") pursuant to which the Company borrowed money from PFG and PFG made Loans to the Company. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The Company has advised PFG that it intends to repay the Loans and all other monetary Obligations due to PFG under the Loan Agreement in full (the "Payoff") and terminate all PFG commitments to the Company under or arising out of the Loan Documents on Thursday December 22, 2016 (the "Payoff Date").

This letter serves as confirmation that as of the Payoff Date, the payoff amount under the Loan Documents is calculated to be [REDACTED] (the "Payoff Amount"), consisting of the following:

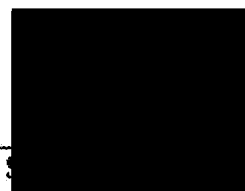
[REDACTED]

[REDACTED]  
\$

2% Prepayment Amount  
Back End Fee (Schedule 2 A&R LSA)  
Lender Expenses (legal) incurred to the Payoff Date  

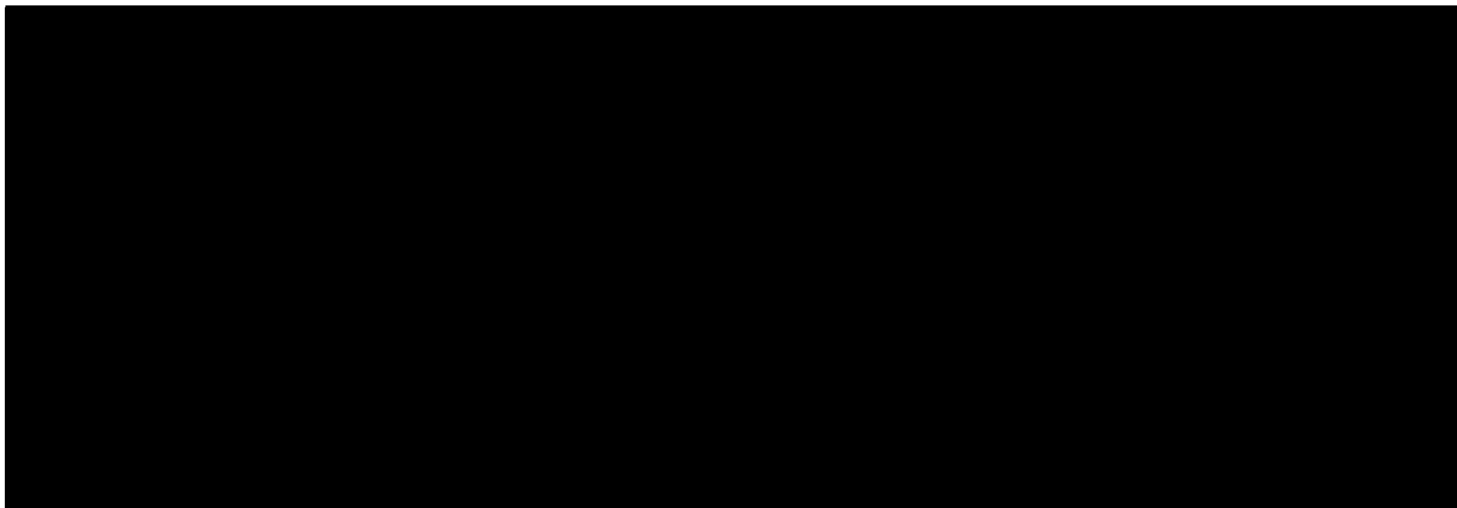
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Payoff Amount:



The Payoff Amount includes all of the aforementioned obligations, fees, and expenses incurred and owed to PFG by Company as of the date hereof, provided that Company agrees to pay PFG for all out-of-pocket costs and expenses incurred by PFG after the date hereof in connection with the matters referred to herein. For each day after December 22, 2016 and before January 1, 2017, the Payoff Amount will increase by a per diem rate of \$ [REDACTED] (the "Per Diem Amount"). Note that any per diem amount would get added to the wire going to Partners for Growth IV, LP (see wire instructions below). To the extent PFG is requested to terminate liens or otherwise incurs Lender Expenses in connection with Payoff and termination of Liens, the Company's signature below constitutes its agreement to promptly reimburse such expenses to PFG upon invoice.

Payments should be made by separate wire transfer to the accounts and in the amounts specified below. All such collective payments together will equal the Payoff Amount. The Company agrees to provide PFG written confirmation (by electronic mail, together with true and correct copies of outgoing wire confirmations) of the transmission of funds via email to the contact information noted in PFG's address, above:



Upon, and effective immediately as of the time of PFG's actual receipt of the Payoff Amount in immediately available funds from or on behalf of the Company (the "Effective Time") pursuant hereto, PFG will provide confirmation of the receipt of the Payoff Amount to the Company (or its designee) as set forth in Exhibit A, delivered via email or facsimile and, upon the Effective Time, PFG agrees and acknowledges that (i) all Obligations (including, without limitation, outstanding principal, accrued and unpaid interest, and prepayment fees) and outstanding amounts owing to PFG by the Company under the Loan Documents, including, without limitation, the Obligations, shall be deemed paid and discharged in full and all obligations thereunder released, except for inchoate indemnity and other obligations which expressly survive termination of the Loan Documents, (ii) all security interests, guarantees and other liens of every type at any time granted to or held by PFG as security for such Obligations and other obligations shall automatically terminate and be of no further force and effect and PFG grants authority to the

Company and its agents and designees to (A) terminate all UCC financing statements filed by PFG in respect of the assets of the Company, including, without limitation, the UCC-1 financing statement listed on Exhibit A, (B) terminate all assignments for security or other filings filed with the United States Patent and Trademark Office in respect of the patents and trademarks of the Company, (C) terminate any assignments for security filed by or on behalf of PFG with the United States Copyright Office in respect of US-registered copyrights of the Company, (D) terminate all deposit account control agreements in effect among the Company, PFG and any and all relevant depository institutions, (E) terminate any and all landlord consents and bailee waivers that may be in effect in favor of PFG, (F) terminate any other agreement, arrangement or filing containing or evidencing any lien on or security interest in any Company property, including but not limited to the Loan Documents, (G) use this letter as evidence of PFG's agreement that the foregoing liens are terminated and that documents evidencing such liens may be terminated by the Company, and (iii) the Loan Documents, other than obligations expressly stated therein to survive termination shall forthwith terminate.

Following receipt of the Payoff Amount, PFG agrees to cooperate with the Company in effecting the termination of Liens, including to (i) promptly execute and deliver any other customary documents or instruments reflecting PFG's release of its security interests and liens in Collateral, including, without limitation, termination notices relating to any deposit or securities account control agreements or intellectual property security agreements or other notices terminating PFG's security interest arising under the Loan Documents, (ii) if applicable, return any pledged stock or other possessory collateral in PFG's possession to the pledgor thereof and (iii) procure, deliver, or execute and deliver to the Company, from time to time, all further releases, termination statements, certificates, instruments, filings, notices, and other documents, each in form and substance satisfactory to the Company, and take any other actions, as may be reasonably requested by the Company or which are required to evidence the consummation of the payoff contemplated hereby, provided that PFG's obligations under this clause shall be subject to the Company's prompt reimbursement of costs and expenses incurred by PFG (including all reasonable attorneys' fees and expenses) in connection therewith, and the Company's execution and delivery of this letter to PFG constitutes its agreement to do so.

At the Effective Time, all obligations of PFG to lend monies to and provide other financial accommodation to the Company shall forthwith automatically terminate.

This letter agreement shall become effective only when signed by PFG and accepted by the Company on the following signature page. This letter agreement may be delivered in counterparts. Delivery of an executed signature page of this letter agreement by facsimile or email shall be effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]



Signed by:  
Partners for Growth IV, L.P.



By: \_\_\_\_\_  
Philip Lawson  
Manager, Partners for Growth IV, LLC  
General Partner

Agreed to and accepted by:  
QIMedia, Inc.



By: \_\_\_\_\_  
Name: PHIL RANFORD  
Its: CEO

**Exhibit A**