

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746826

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreements		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEBSTER BANK, NATIONAL ASSOCIATION, as successor by merger to Sterling National Bank		08/08/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK, as successor secured party		
<b>Street Address:</b>	One E. Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4640486	MEDIAFLY	
<b>Registration Number:</b>	3574110	MEDIAFLY	
<b>Registration Number:</b>	5465360	EVOLVED SELLING	
<b>Registration Number:</b>	6152533	EVOLVED SELLING INSTITUTE	
<b>Registration Number:</b>	5506318		
<b>Registration Number:</b>	4220539	FIGHT FRUGALNOMICS	
<b>Registration Number:</b>	3518900	ROI ANALYST	
<b>Registration Number:</b>	4131211	ALINEAN	
<b>Registration Number:</b>	4444716	VALUESTORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>Phone:</b>	415-954-0200		
<b>Email:</b>	raisa.dyadkina@squirepb.com		
<b>Correspondent Name:</b>	Raisa Dyadkina		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	475 Sansome Street, Suite 1600		

CH \$240.00 4640486

**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 088251.00035

**NAME OF SUBMITTER:** Raisa Dyadkina

**SIGNATURE:** /Raisa Dyadkina/

**DATE SIGNED:** 08/08/2022

**Total Attachments: 6**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “**Assignment**”), dated as of August 8, 2022, is by **WEBSTER BANK, NATIONAL ASSOCIATION** (as successor by merger to Sterling National Bank and the current and assigning lender and secured party, the “**Assigning Secured Party**”) and **WESTERN ALLIANCE BANK**, (as the successor and secured party lender together with its successors and assigns, the “**Successor Secured Party**”).

**RECITALS:**

**WHEREAS, MEDIAFLY, INC.** (the “**Grantor**”), and Assigning Secured Party are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which any Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

**WHEREAS,** Assigning Secured Party has sold and assigned to Successor Secured Party all of Assigning Secured Party’s rights, remedies, duties and other obligations under the Agreements and the Subject IP, in each instance, in Assigning Secured Party’s capacity as lender and secured party.

**NOW, THEREFORE,** in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assigning Secured Party hereby assigns, transfers and conveys to Successor Secured Party and its successors and assigns, all of Assigning Secured Party’s rights, title and interest in and to the Agreements and the Subject IP, including without limitation Assigning Secured Party’s security interests in the Subject IP.

This Assignment may be executed in any number of counterparts, and by .pdf or other electronic signature, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assigning Secured Party and Successor Secured Party have caused this Assignment to be duly executed as of the date first above written.

**WEBSTER BANK, NATIONAL ASSOCIATION (as successor by merger to Sterling National Bank)**, as Assigning Secured Party

By: Kristi Kahn  
Name: Kristi Kahn  
Title: SMD, Chief Administrative Officer, Commercial Banking

**WESTERN ALLIANCE BANK**, as Successor Secured Party

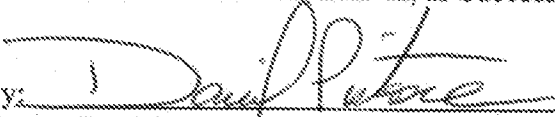
By: \_\_\_\_\_  
Name: Daniel Pistone  
Title: SVP

IN WITNESS WHEREOF, Assigning Secured Party and Successor Secured Party have caused this Assignment to be duly executed as of the date first above written.

**WEBSTER BANK, NATIONAL ASSOCIATION** (as successor by merger to Sterling National Bank), as Assigning Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WESTERN ALLIANCE BANK**, as Successor Secured Party

By:   
Name: Daniel Pistone  
Title: SVP

## **EXHIBIT A**

Intellectual Property Security Agreement dated as of January 19, 2021 and recorded with the United States Patent and Trademark Office on January 22, 2021 at Reel/Frame 7167/0675.

## EXHIBIT B

### Patents

Title	Country	Patent No.	Issue Date	Serial No.	Filing Date	Owner
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	8,752,086	06/10/2014	11/836,766	08/09/2007	Mediafly, Inc.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	9,269,099	02/23/2016	14/284,540	05/22/2014	Mediafly, Inc.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	10,290,023	05/14/2019	15/049,688	02/22/2016	Mediafly, Inc.

Trademarks

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	MEDIAFLY	86/239,068	4/1/2014	4,640,486	11/18/2014	Mediafly, Inc.
UNITED STATES	MEDIAFLY	78/918,706	6/28/2006	3,579,110	2/10/2009	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING	87/183,982	9/28/2016	5,465,360	5/8/2018	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING INSTITUTE	88/817,580	03/02/2020	6,152,533	9/15/2020	Mediafly, Inc.
UNITED STATES	MISCELLANEOUS DESIGN  	87/481,482	8/8/2017	5,306,318	7/3/2018	Mediafly, Inc.
UNITED KINGDOM	PRESENTIFY	3147320	2/1/2016	UK00003147320	4/29/2016	Mediafly, Inc.
UNITED STATES	FIGHT FRUGALNOMICS	85/395,120	8/11/2011	4,220,539	10/9/2012	Mediafly, Inc.
UNITED STATES	ROI ANALYST	77/115,860	2/26/2007	3,518,900	10/21/2008	Mediafly, Inc.
UNITED STATES	ALINEAN	85/395,131	8/11/2011	4,131,211	4/24/2012	Mediafly, Inc.
UNITED STATES	VALUESTORY	85/673,692	7/11/2012	4,444,716	12/3/2013	Mediafly, Inc.

Copyrights

Title	Country	Reg. No.	Issue Date	Publication Date	Owner
The Alinean XcellLive SaaS Platform	U.S.	TX0007500794	03/23/2012	06/01/2011	Mediafly, Inc.