

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUAL MARKETING, LLC		08/12/2022	Limited Liability Company: DELAWARE
OCTANE DIGITAL, LLC		08/12/2022	Limited Liability Company: MICHIGAN
DUFFEY, PETROSKY & COMPANY, L.L.C.		08/12/2022	Limited Liability Company: MICHIGAN
MEDIA RETURN EXCHANGE, LLC		08/12/2022	Limited Liability Company: MICHIGAN
CONVERSION FANATICS LLC		08/12/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wintrust Bank, N.A.		
Street Address:	231 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4487140	EMBARK	
Registration Number:	5550129	DP+	
Registration Number:	5554532	AGENCY OF CHANGE	
Registration Number:	5558850	MRX	
Registration Number:	5558852	MR X	
Registration Number:	5724608	MEDIA RETURN EXCHANGE	
Registration Number:	6028753	CONVERSION FANATICS	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		

OP \$190.00 4487140

Email: twagner@taftlaw.com
Correspondent Name: Tiffini Wagner
Address Line 1: One Indiana Square
Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Tiffini Wagner

SIGNATURE: / Tiffini Wagner /

DATE SIGNED: 08/15/2022

Total Attachments: 8

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page1.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page2.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page3.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page4.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page5.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page6.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page7.tif

source=Wintrust Bank_Fusion92 - Amended and Restated Intellectual Property Security Agreement - EXECUTED#page8.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 12, 2022, by and among Wintrust Bank, N.A., a national banking association, in its capacity as Administrative Agent for the Lenders from time to time party to the Loan Agreement (defined below) (in such capacity, “Administrative Agent”), Virtual Marketing, LLC, a Delaware limited liability company (“Fusion92”), Octane Digital, LLC, a Michigan limited liability company (“Octane”), Duffey, Petrosky & Company, L.L.C., a Michigan limited liability company (“DP+”), Media Return Exchange, LLC, a Michigan limited liability company (“MRX”), and Conversion Fanatics LLC, a Texas limited liability company (“CF”, together with Fusion92, Octane and DP+, each a “Borrower”, and collectively the “Borrowers”).

RECITALS

The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Second Amended and Restated Loan and Security Agreement by and among the Borrowers, the other parties from time to time party thereto, the Lenders party from time to time thereto and Administrative Agent dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”). Pursuant to the terms of the Loan Agreement, Borrowers have granted to the Administrative Agent a security interest in its personal property constituting Collateral. Capitalized terms used herein are used as defined in the Loan Agreement.

NOW, THEREFORE, Borrowers and the Administrative Agent agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers, the Lenders and any other Loan Party, Borrowers grant to the Administrative Agent, a security interest in all of the Borrowers’ right, title and interest in, its Intellectual Property (including those certain copyrights, patents and trademarks set forth on Exhibit A attached hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Borrowers represent and warrant that Exhibit A attached hereto sets forth any and all Intellectual Property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Loan Agreement. Each Borrower and Administrative Agent hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving

{00257821 2}

effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

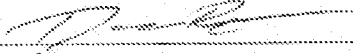
This Agreement is an amendment and restatement of that certain Intellectual Property Security Agreement made by Fusion92 in favor of Wintrust Bank, N.A., a national association dated as of February 25, 2021.

[Signature Page Follows]

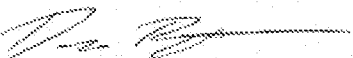
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

BORROWERS:

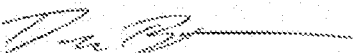
VIRTUAL MARKETING, LLC

By: 
Name: Drew Bagot
Title: Authorized Representative


OCTANE DIGITAL, LLC

By: 
Name: Drew Bagot
Title: Authorized Representative


DUFFEY, PETROSKY & COMPANY, L.L.C.

By: 
Name: Drew Bagot
Title: Authorized Representative

MEDIA RETURN EXCHANGE, LLC

By: 
Name: Drew Bagot
Title: Authorized Representative

CONVERSION FANATICS LLC

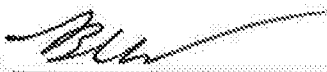
By: 
Name: Drew Bagot
Title: Authorized Representative

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

ADMINISTRATIVE AGENT:

WINTRUST BANK, N.A.

By: 
Name: Brett Wallace
Title: Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007822 FRAME: 0620

EXHIBIT A

Intellectual Property

1. Patents and Patent Applications

Patents

Title	Patent Number	Issue Date	Loan Party
Internet Protocol Television Streaming Methods and Apparatus	9,456,253	27 Sept 2016	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Internet Protocol Television Streaming Methods and Apparatus	10,116,998	30 Oct 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	10,788,682	29 Sep 2020	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	9,946,225	17 Apr 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	D858,614	3 Sep 2019	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	10,691,068	23 Jun 2020	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Software Wrapper and Installer Using Timestamp Validation and System Identification	9,940,444	10 Apr 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing

Validation			Incorporated)
Software Wrapper and Installer Using Timestamp Validation and System Identification Validation	10,430,564	1 Oct 2019	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Software Wrapper and Installer Using Timestamp Validation and System Identification Validation	11,093,587	17 Aug 2021	Virtual Marketing, LLC
Mobile Hologram Apparatus	D958,870	26 July 2022	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)

Patent Applications

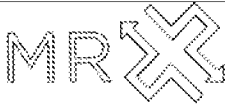
Title	Application Number	Application Date/Status	Loan Party
Mobile Hologram Apparatus	17/034,736 (Pub. No. US 2021-0011306)	28 Sep 2020 Pending	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Internet Protocol Television Streaming Methods and Apparatus	16/173,423 (Pub. No. 2019-0069037)	29 Oct 2018 Pending	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Dynamic Video Generation for Ad Servicing	N/A	Proposed	Virtual Marketing, LLC
Mobile Hologram Apparatus	29/847/456	25 July 2022	Virtual Marketing LLC

2. Trademarks and Trademark Applications

Trademarks

Mark	Registration Number	Registration Date
Embark	4487140	February 25, 2014

Mark	Registration Number	Registration Date
DP+	5550129	August 28, 2018
AGENCY OF CHANGE	5554532	September 4, 2018

Mark	Registration Number	Registration Date
MRX	5558850	September 11, 2018
	5558852	September 11, 2018
MEDIA RETURN EXCHANGE	5724608	April 16, 2019

Mark	Registration Number	Registration Date
Conversion Fanatics	6028753	April 7, 2020

Trademark Applications

None.

3. Copyrights

None.