

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748591

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Virtual Marketing, LLC		08/12/2022	Limited Liability Company: DELAWARE
Media Return Exchange, LLC		08/12/2022	Limited Liability Company: MICHIGAN
Conversion Fanatics, LLC		08/12/2022	Limited Liability Company: TEXAS
DUFFEY, PETROSKY & COMPANY, L.L.C.		08/12/2022	Limited Liability Company: MICHIGAN
OCTANE DIGITAL, LLC		08/12/2022	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPP Credit Advisors, LLC		
<b>Street Address:</b>	550 Fifth Avenue		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5558850	MRX	
<b>Registration Number:</b>	5554532	AGENCY OF CHANGE	
<b>Registration Number:</b>	5550129	DP+	
<b>Registration Number:</b>	5558852	MR X	
<b>Registration Number:</b>	5724608	MEDIA RETURN EXCHANGE	
<b>Registration Number:</b>	4487140	EMBARK	
<b>Registration Number:</b>	6028753	CONVERSION FANATICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>TRADEMARK</b>			

OP \$190.00 5558850

**Email:** trademarks@mcguirewoods.com  
**Correspondent Name:** Christel Harlacher c/o McGuireWoods LLP  
**Address Line 1:** 800 East Canal Street  
**Address Line 4:** Richmond, VIRGINIA 23219

**NAME OF SUBMITTER:** Christel E. Harlacher

**SIGNATURE:** /Christel E. Harlacher/

**DATE SIGNED:** 08/15/2022

**Total Attachments: 7**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 12, 2022 by and among SPP Credit Advisors, LLC, a Delaware limited liability company, as Agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns, in such capacity, the “Agent”), Virtual Marketing, LLC, a Delaware limited liability company (“Fusion92”), Media Return Exchange, LLC, a Michigan limited liability company (“MRX”), Duffey, Petrosky & Company, L.L.C. (“DP+”), Octane Digital, LLC, a Michigan limited liability company (“Octane”) and Conversion Fanatics, LLC, a Texas limited liability company (“CF” and, together with Fusion92, MRX, DP+ and Octane, the “Grantors” and each, a “Grantor”).

**RECITALS**

The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantors, F92 Liquidus LLC, a Texas limited liability company (“Liquidus”), DP+/MRX Holdco LLC, a Michigan limited liability company (“DP+/MRX Holdco”), and Slingshot Content, LLC, a Michigan limited liability company (“Slingshot” and together with Grantors, Liquidus, and DP+/MRX Holdco, the “Borrowers” and each a “Borrower”) under that certain Amended and Restated Term Loan and Security Agreement by and among the Agent, Borrowers, the lenders from time to time party thereto (the “Lenders”) and the other parties from time to time party thereto, 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 Agent, for the benefit of the Lenders, a security interest in their personal property constituting Collateral. Capitalized terms used herein are used as defined in the Loan Agreement.

NOW, THEREFORE, Grantors and the Agent agree as follows:

**AGREEMENT**

To secure Borrowers’ obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between or among Borrowers, the Agent, the Lenders and any other Loan Party, each Grantor grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s 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.

Each Grantor represents and warrants that Exhibit A attached hereto sets forth any and all Intellectual Property rights in connection to which Grantors and, to each Grantor’s knowledge, each of the other Borrowers have 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 Agent, for the benefit of the Lenders, pursuant to the Loan Agreement.

Grantors and Agent each hereby acknowledge and affirm that the rights and remedies of the 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 effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

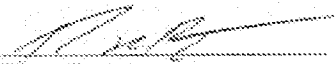
This Agreement is an amendment and restatement of that certain Intellectual Property Security Agreement made by Fusion92 in favor of SPP Credit Advisors, LLC, a Delaware limited liability company, dated as of April 22, 2022.

[Signature Page Follows]

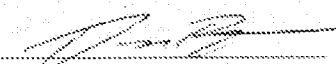
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

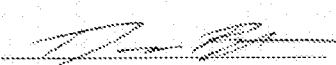
**VIRTUAL MARKETING, LLC**

By:   
Name: Drew Bagot  
Title: Authorized Representative

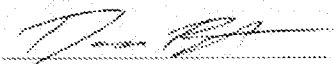
**MEDIA RETURN EXCHANGE, LLC**

By:   
Name: Drew Bagot  
Title: Authorized Representative

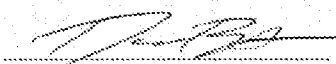
**DUFFEY, PETROSKY & COMPANY, L.L.C.**

By:   
Name: Drew Bagot  
Title: Authorized Representative

**OCTANE DIGITAL, 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.

**AGENT:**

**SPP CREDIT ADVISORS, LLC**

By: SPP Principal Investors II LLC, its Manager

By:   
Name: Charles Kumble  
Title: Treasurer

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

**TRADEMARK**  
**REEL: 007822 FRAME: 0764**

**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 Validation	9,940,444	10 Apr 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing 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)

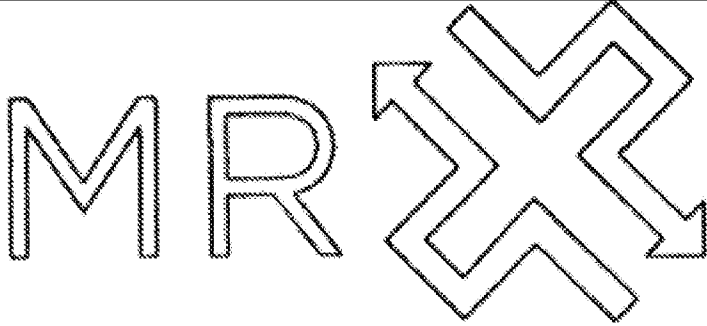
**Patent Applications**

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

### Trademark Registrations

Trademark	Reg. No.	Date	Owner
<b>MRX</b>	Reg. No. 5,558,850	September 11, 2018	MRX
<b>AGENCY OF CHANGE</b>	Reg. No. 5,554,532	September 4, 2018	DP+
<b>DP+</b>	Reg. No. 5,550,129	August 28, 2018	DP+
	Reg. No. 5,558,852	September 11, 2018	MRX
<b>MEDIA RETURN EXCHANGE</b>	Reg. No. 5,724,608	April 16, 2019	MRX
<b>Embark</b>	Reg. No. 4,487,140	February 25, 2014	Octane
Conversion Fanatics	Reg. No. 6,028,753	April 7, 2020	CF

### Trademark Applications

None.



3. Copyrights  
None.