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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INMARKET MEDIA, LLC		08/30/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MULTIPLIER GROWTH PARTNERS, LP	
Street Address:	1920 L STREET NW	
Internal Address:	SUITE 550	
City:	WASHINGTON	
State/Country:	D.C.	
Postal Code:	20036	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark	
Serial Number:	97479016	UNFLATION	
Serial Number:	90771924	LIFT CONVERSION INDEX	
Serial Number:	90771912	GEOLINK	
Registration Number:	6079602	INMETRIC	
Registration Number:	6027633	LOCATION GRAPH	
Registration Number:	5163463	INBAR	
Registration Number:	5259466	PRECEPTIVITY	
Registration Number:	5234141	LOCATION CONVERSION INDEX	
Registration Number:	5269083	LCI	
Registration Number:	4859846	INMARKET	
Registration Number:	4881445	INMARKET	
Registration Number:	5054034	QUANTUM RECEPTIVITY	
Registration Number:	5413112	9D	
Registration Number:	5407776	NINTHDECIMAL	
Registration Number:	4611351	GEOCOOKIE	
Registration Number:	4382849	MOBILE TO MORTAR	
Registration Number:	4452672	LOCATION GRAPH	
Registration Number:	4219242	THINKNEAR	

TRADEMARK

REEL: 007837 FRAME: 0719

900717652

Property Type	Number	Word Mark	
Registration Number:	4222795	SCANSENSE	
Registration Number:	4444153	JIWIRE COMPASS NE SW NE SE SW NW	
Registration Number:	4380505	THE APP THAT PAYS YOU BACK	
Registration Number:	4254395	CHECKPOINTS	
Registration Number:	3565942	INMARKIT	

CORRESPONDENCE DATA

Fax Number: 4048853900

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.

Phone: 4048853868

Email:rusty.close@troutman.comCorrespondent Name:CHRISTOPHER CLOSEAddress Line 1:TROUTMAN PEPPER LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	251096.000030	
NAME OF SUBMITTER: Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./	
DATE SIGNED:	09/01/2022	

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as August 30, 2022, by and between Multiplier Growth Partners, LP ("Lender") and InMarket Media, LLC ("Grantor").

RECITALS

- A. Lender has agreed to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor'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 or 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, including without limitation those set forth on Exhibit A attached hereto (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 Grantor 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, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (g) 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;
- (h) 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;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; 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.
- <u>2.</u> <u>Recordation.</u> Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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.

- 3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- <u>5.</u> <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law.</u> This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) 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).

[Signature page follows.]

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

GRA	NTOR:
INM	ARKET MEDIA, LLC
By:	Howard Morof
	e: Howard Morof
Title:	CFO
LEN	DER:
MUL	TIPLIER GROWTH PARTNERS, LP
By:	kevin Sheelian
	e: Kevin Sheehan
T:41a	Managing Member

EXHIBIT A

Copyrights

DescriptionRegistration/
ApplicationRegistration/
ApplicationDate

NONE

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EXHIBIT B

Patents

Description	Application Number/Date	Registration Number/Date
Systems and Methods for Indoor Location Services		9,462,568 (10/04/2016)
Systems, Apparatuses, and Methods for Secure Beacon Authentication via Mobile Devices		9,848,327 (12/19/2017)
Systems, Apparatuses, and Methods for Secure Beacon Authentication via Mobile Devices		9,883,393 (01/30/2018)
Systems and Methods for Indoor Location Services	14/511,108 (10/09/2014)	
System and Method for Using Mobile Devices to Create Securitized Locally Deployed Signals to Deliver Value	14/601,959 (01/21/2015)	
System and Method for Using Mobile Devices to Create Securitized Locally Deployed Signals to Deliver Value	14/617,843 (02/09/2015)	
System and Method for Broadcasting Decoy Signals and an Authentic Signal in a Location of Interest	14/827,253 (08/14/2015)	
Systems, Apparatuses, and Methods for Secure Beacon Authentication via Mobile Devices	15/841,136 (12/13/2017)	
Systems, Apparatuses, and Methods for Secure Beacon Authentication via Mobile Devices	15/842,022 (12/14/2017)	
Systems and Methods to Identify Home Addresses of Mobile Devices		10,034,141 (07/24/2018)
Systems and Methods of Tracking Locations Visited by Mobile Devices Residing within a Predetermined Activity Area to Quantify a Change		10,036,638 (07/31/2018)
Systems and Methods to Evaluate Accuracy of Locations of Mobile Devices		10,117,216 (10/30/2018)

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Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns	10,142,788 (11/27/2018)
Systems and Methods to Identify a Predefined Geographical Region in Which a Mobile Device is Located	10,149,094 (12/04/2018)
Systems and Methods to Measure the Population of Mobile Devices in a Predefined Geographical Region	10,244,503 (03/26/2019)
Systems and Methods to Evaluate Accuracy of Locations of Mobile Devices	10,306,583 (05/28/2019)
Systems and Methos of Tracking Locations Visited by Mobile Devices to Quantify a Change Computed based on Matching Populations Used in Change Measurement	10,323,944 (06/18/2019)
Systems and Methods to Track Locations Visited by Mobile Devices and Determine Neighbors of and Distances Among Locations	10,327,094 (06/18/2019)
Location Graph Based Derivation of Attributes	10,558,724 (02/11/2020)
Systems and Methods of Tracking Locations Visited by Mobile Devices to Quantify a Change Computed based on Matching Populations used in Change Measurement	10,779,109 (09/15/2020)
Systems and Methods to Identify Home Addresses of Mobile Devices	9,291,700 (03/22/2016)
Systems and Methods to Identify a Predefined Geographical Region in Which a Mobile Devices is Located	9,307,360 (04/05/2016)
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns	9,374,671 (06/21/2016)
Systems and Methods to Identify Home Addresses of Mobile Devices	9,503,863 (11/22/2016)
Location Graph Based Derivation of Attributes	9,547,666 (01/17/2017)
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns Based on Integration of Data from Different Sources	9,668,104 (05/30/2017)
Systems and Methods to Identify Home Addresses of Mobile Devices	9,730,028 (08/08/2017)

Systems and Methods to Identify a Predefined Geographical Region in which a Mobile Device is Located		9,756,465 (09/05/2017)
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns		9,769,619 (09/19/2017)
Systems and Methods to Measure the Population of Mobile Devices in a Predefined Geographical Region		9,788,158 (10/10/2017)
Systems and Methods to Track Locations Visited by Mobile Devices and Update Keyword Values based on Neighbor Relations and Distances among Locations		9,961,488 (05/01/2018)
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns based on Integration of Data from Different Sources		9,967,714 (05/08/2018)
Systems and Methods of Tracking Locations Visited by Mobile Devices to Quantify a Change from a Time Series of Responses		9,986,527 (05/29/2018)
Combining Attributes from Multiple Sources	14/339,329 (07/23/2014)	
Systems and Methods of Tracking Locations Visited by Mobile Devices to Quantify a Change Computed based on Matching Populations used in Change Measurement	17/017,611 (09/10/2020)	
Systems and Methods to Track Regions Visited by Mobile Devices and Detect Changes in Location Patterns based on Integration of Data from Different Sources	15/973,394 (05/07/2018)	

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EXHIBIT C

Trademarks

Description	Serial Number/Date	Registration Number/Date
UNFLATION	97/479,016 (06/28/2022)	
LIFT CONVERSION INDEX	90/771,924 (06/14/2021)	
GEOLINK	90/771,912 (06/14/2021)	
INMETRIC		6,079,602 (06/16/2020)
LOCATION GRAPH		6,027,633 (04/07/2020)
INBAR		5,163,463 (03/14/2017)
PRECEPTIVITY		5,259,466 (08/08/2017)
LOCATION CONVERSION INDEX		5,234,141 (06/27/2017)

LCI	5,269,083 (08/22/2017)
INMARKET (& design)	4,859,846 (11/24/2015)
INMARKET	4,881,445 (01/05/2016)
QUANTUM RECEPTIVITY	5,054,034 (10/04/2016)
9D (& design)	5,413,112 (02/27/2018)
NINTHDECIMAL	5,407,776 (02/20/2018)
GEOCOOKIE	4,611,351 (09/23/2014)
MOBILE TO MORTAR	4,382,849 (08/13/2013)
LOCATION GRAPH	4,452,672 (12/17/2013)

THINKNEAR	4,219,242 (10/02/2012)
SCANSENSE	4,222,795 (10/09/2012)
JIWIRE COMPASS NE SW SE SW NW (& design)	4,444,153 (12/03/2013)
THE APP THAT PAYS YOU BACK	4,380,505 (08/06/2013)
CHECKPOINTS	4,254,395 (12/04/2012)
INMARKIT	3,565,942 (01/20/2009)

RECORDED: 09/01/2022