

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PREDICTIVE POP, INC.		12/06/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SLR DIGITAL FINANCE LLC		
Street Address:	15260 VENTURA BOULEVARD		
Internal Address:	SUITE 700		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6903113	HADRON ID	
Registration Number:	6162013	SMARTPMP	
Registration Number:	6229961	SMARTOTP	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	213-891-0700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, emills@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/ELYSE MILLS		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	F1179-0026 [PN:VMM:EM]		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		
DATE SIGNED:	12/14/2022		
Total Attachments: 5			

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**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

12/6/2022

PREDICTIVE POP, INC., a Delaware corporation (“Debtor”), hereby acknowledges that it has granted to SLR Digital Finance LLC, a Delaware limited liability company (“Secured Party”), a security interest in and to all of such Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor (other than intent to use trademark applications to the extent excluded in the Loan Agreement (as defined below)) which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”), and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”), and all actions for infringement concerning each of the foregoing.

Unless and until an Event of Default (as defined in the Loan Agreement) exists, Debtor shall retain the legal and equitable title to the Trademarks, Patents, and Copyrights, and shall have the right to use and register the Trademarks, Patents, and Copyrights, as applicable, in the Ordinary Course of Business of Debtor. The terms and conditions of the aforementioned security interest are contained in that certain Financing and Security Agreement dated on or around the date hereof (the “Loan Agreement”), between Debtor and the Secured Party, as security for the Obligations under and as set forth in the Loan Agreement and other agreements referred to therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Loan Agreement or otherwise.

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[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

DEBTOR:

PREDICTIVE POP, INC.

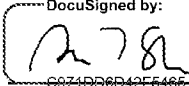
By:  _____
Name: Andrew Stein
Title: CEO

EXHIBIT A
TRADEMARKS

<u>Registration # (or Application #)</u>	<u>Serial #</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Owner of Record</u>	<u>Country</u>
<u>6903113</u>	<u>97160471</u>	<u>November 15, 2022</u>	<u>HADRON ID</u>	<u>Predictive Pop, Inc. DBA Audigent</u>	<u>United States</u>
<u>6162013</u>	<u>88653786</u>	<u>September 29, 2020</u>	<u>SMARTPMP</u>	<u>Predictive Pop, Inc. DBA Audigent</u>	<u>United States</u>
<u>6229961</u>	<u>88814249</u>	<u>December 22, 2020</u>	<u>SMARTOTP</u>	<u>Predictive Pop, Inc. DBA Audigent</u>	<u>United States</u>

EXHIBIT B
PATENTS

None

EXHIBIT C
COPYRIGHTS

None

Exhibit C