

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785269

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Acknowledgment of Security Interest in Trademarks		
RESUBMIT DOCUMENT ID:	900739796		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StackAdapt Inc.		12/15/2022	Company: CANADA
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	16 York Street		
Internal Address:	Suite 500		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E6		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86656956	STACKADAPT	
Serial Number:	97140940	SS	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	Suite 200		
Address Line 2:	501 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0099094-000026		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	02/07/2023		
Total Attachments: 6			

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EXECUTION VERSION

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

December 15, 2022

This Acknowledgment of Security Interest in Trademarks is being made as of the date first written above by StackAdapt Inc., an Ontario company (the "Grantor").

WHEREAS, the Grantor has adopted, used and are using, and holds all or shared right, title and interest in and to, the trademark registrations and applications listed on the attached Schedule 1, which trademark registrations and applications are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is a party to that certain Credit Agreement, dated as of even date herewith, and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms (the "Credit Agreement"), together with certain other loan parties from time to time party thereto, and HSBC Bank Canada, as Agent for certain Lender Parties ("Agent");

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a security agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Agent, and

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and other security agreements delivered in connection with the Credit Agreement, the Grantor has granted to Agent for the benefit of the Lender Parties (as defined in the Credit Agreement) a continuing security interest in all of their right, title and interest in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Agent, Grantor does hereby grant to Agent for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Acknowledgement shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State excluding its rules relating to conflicts of law. Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the State of New York with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without

prejudice to or limitation of any other rights available to the Lender Parties under the laws of any other jurisdiction where Collateral may be located.

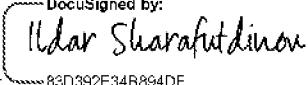
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**[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
TRADEMARKS]**

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly executed by each of their officers thereunto duly authorized as of the date first written above.

GRANTOR:

STACKADAPT INC.

By:  _____
Name: Ildar Sharafutdinov
Title: Chief Executive Officer


SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

Owner	Mark	Application No.	Registration Date
STACKADAPT INC.	<p>STACKADAPT</p> <p>Int'l Class: 35, 42</p> <p>(Int'l Class: 35)</p> <p>Native advertising services for others; dissemination of advertising for others via an on-line communications network on the Internet; providing space on websites for advertising goods and services of others; advertising services in the form of preparing digital video clips and in-feed advertising for others; providing online advertising and customized layout services for others; content marketing services for advertisers and publishers through placement of advertisements on desktop and mobile websites</p> <p>(Int'l Class: 42)</p> <p>Providing an interactive website and platform featuring technology that allows users to format advertising units of others; Platform as a Service (PAAS) featuring computer software platforms for formatting advertising units of others; Providing an online non-downloadable software application to enable advertisers and publishers to create their own advertisement units through a web address; Providing an online non-downloadable software application for the interactive placement of</p>	86656956	09/06/2016

	advertising on websites for use by advertisers and publishers		
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Trademark Applications

Owner	Mark	Application No.	Registration Date
STACKADAPT INC.	<p>SS (Stylized)</p>  <p>Int'l Class: 35, 42</p> <p>(Int'l Class: 35)</p> <p>Advertising services for others; providing a website platform for the formatting of digitally placed media advertising units of others; dissemination of advertising for others via an on-line communications network on the Internet; creation of space on websites for advertising goods and services of others; advertising services in the form of image, text, audio and video advertisements on desktop, mobile, and connected TV devices</p> <p>(Int'l Class: 42)</p> <p>Providing an online non-downloadable software application to enable advertisers and publishers to create their own advertisement units through a web address; Providing an online non-downloadable software application for the interactive placement of advertising on websites for use by advertisers and publishers</p>	97140940	Pending