

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upswell, LLC		05/11/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	50 South Sixth Street, Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	State Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4056453	MUDLICK MAIL	
Registration Number:	6202154	MORE CUSTOMERS. PERIOD.	
Registration Number:	6202155	MORE MEMBERS. PERIOD.	
Registration Number:	6202156	MORE PATIENTS. PERIOD.	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	612.604.6394		
Email:	mmiller@winthrop.com		
Correspondent Name:	Megan M. Miller, Esq.		
Address Line 1:	225 South 6th Street, Suite 3500		
Address Line 2:	Winthrop & Weinstine, P.A.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	14197.47		
NAME OF SUBMITTER:	Megan M. Miller		
SIGNATURE:	/Megan M. Miller/		
DATE SIGNED:	05/11/2023		
Total Attachments: 16			

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of May 11, 2023, by Mudlick Holdings, LLC, a Delaware limited liability company ("Holdings"), Mudlick Acquisition Corp., a Delaware corporation ("Parent"), Upswell, LLC, a Georgia limited liability company (the "Borrower"; Holdings, Parent and Borrower are referred to herein, collectively, as "Loan Parties" and, individually, as a "Loan Party"), in favor of CIBC Bank USA, in its capacity as administrative agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

WITNESSETH:

WHEREAS, Loan Parties, Agent and Lenders are parties to that certain Credit Agreement dated as of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Loan Party execute and deliver to Agent this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Loan Party's Obligations each Loan Party hereby grants to Agent, for the benefit of itself and the other Lenders, a security interest in and to all of such Loan Party's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Loan Party now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Loan Party now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Loan Party's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Loan Party now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Loan Party's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Loan Party is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Loan Party's business connected with and symbolized by the Marks;

provided that in no event shall the collateral described above include, or the security interest granted under this Section 2 attach to, the Excluded Property (as defined in the Security Agreement).

3. Restrictions on Future Agreements. Each Loan Party agrees and covenants that until the Obligations shall have been satisfied in full (other than Contingent Liabilities not yet due and payable and Letter of Credit Obligations and Bank Product Obligations that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Agent) and the Credit Agreement shall have been terminated, such Loan Party will not, without the Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Loan Party's obligations under this Agreement, and each Loan Party further agrees and covenants that without the Agent's prior written consent it will not take any action, or consent to any action to be taken by others, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Agent under this Agreement. Each Loan Party agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto unless expressly permitted under the Credit Agreement.

4. Certain Covenants, Representations and Warranties of each Loan Party. Each Loan Party covenants, represents and warrants (to the best of such Loan Party's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Loan Party) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses material to such Loan Party's business have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Loan Party is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Loan Party's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Loan Party owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Loan Party pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Loan Party, in each case except for (A) rights granted by such Loan Party pursuant to the applicable licenses listed on Schedules C and E, and (B) Permitted Liens; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Loan Party has any right, title or interest; (vii) such Loan Party has the unqualified right to enter into this Agreement and perform its terms; (viii) such Loan Party will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Loan Party's business); and (ix) such Loan Party will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Obligations shall have been satisfied in full (other than Contingent Liabilities not yet due and payable and Letter of Credit Obligations and Bank Product Obligations that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Agent) and the Credit

Agreement shall have been terminated, any Loan Party shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, unless such assets constitute Excluded Property (as defined in the Security Agreement), the provisions of Section 2 above shall automatically apply thereto and such Loan Party shall give to Agent prompt written notice thereof. Each Loan Party hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of any Loan Party or rights of Agent, any Lender or the Issuing Lender hereunder.

6. Royalties; Terms. Each Loan Party hereby agrees that the security interest of Agent, for the benefit of itself and the other Lenders, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Loan Party such smaller geographic location if any is specified for such Loan Party's use in the applicable License) and, without any liability for royalties or other related charges from Agent to such Loan Party. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations (other than Contingent Liabilities not yet due and payable and Letter of Credit Obligations and Bank Product Obligations that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Agent) and termination of the Credit Agreement.

7. Inspection. In accordance with the terms of the Credit Agreement, Agent or any Lender shall have the right to inspect any Loan Party's premises and to examine any Loan Party's books, records and operations, including, without limitation, any Loan Party's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Agent to each Loan Party of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Loan Party agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its sole judgment, may deem reasonably necessary to assure maintenance of the quality of products sold by such Loan Party under the Marks consistent with the quality of products now manufactured by such Loan Party.

8. Termination of Each Loan Party's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations (other than Contingent Liabilities not yet due and payable and Letter of Credit Obligations and Bank Product Obligations that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Agent) and termination of the Credit Agreement, subject to any disposition thereof which may have been made during the existence of an Event of Default by Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of any Loan Party and at each Loan Party's reasonable expense, execute and deliver to such Loan Party, all

termination statements and other instruments as may be necessary or proper to evidence the termination of Agent's security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made during the existence of an Event of Default by Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Agent, any Lender or the Issuing Lender.

9. Duties of the Loan Parties. Except to the extent the same is no longer material to such Loan Party's business, each Loan Party shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Loan Parties. Except to the extent the same is no longer material to such Loan Party's business, each Loan Party shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Required Lenders.

10. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, each Loan Party shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and each Loan Party shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Loan Party, Agent, any Lender or the Issuing Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any Lender or the Issuing Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Loan Party shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed reasonably necessary desirable by Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Agent), as Agent may reasonably request, to evidence Agent's security interest in the Patents, Marks, Copyrights and Licenses and enforce Agent's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's, each Lender's and the Issuing Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby constitutes and appoints Agent as such Loan Party's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse such Loan Party's name on all applications, documents, papers and instruments determined by Agent as reasonably necessary for Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Agent deems in good faith to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Loan Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full (other than Contingent Liabilities not yet due and payable and Letter of Credit Obligations and Bank Product Obligations that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Agent) and the Credit Agreement shall have been terminated. Each Loan Party acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Loan Party hereby releases the Agent, each Lender and the Issuing Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Agent under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Loan Party and its respective successors and assigns and shall inure to the benefit of Agent, each Lender, the Issuing Lender and their respective successors and permitted assigns.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR

OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES).

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

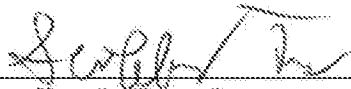
IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

[signature page follows]


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[SIGNATURE PAGE TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK
SECURITY AGREEMENT]

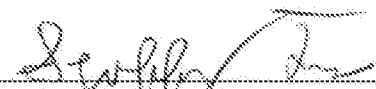
UPSWELL, LLC, a Georgia limited liability
company

By: 
Geoffrey L. Faux, Jr.
Its: Secretary

MUDLICK HOLDINGS, LLC, a Delaware
limited liability company

By: 
Geoffrey L. Faux, Jr.
Its: Secretary

MUDLICK ACQUISITION CORP., a
Delaware corporation

By: 
Geoffrey L. Faux, Jr.
Its: Secretary

**[SIGNATURE PAGE TO PATENT, COPYRIGHT, LICENSE AND TRADEMARK
SECURITY AGREEMENT]**

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

CIBC BANK USA, as Agent

By: 
Bradley R. Sprang
Title: Managing Director

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
COPYRIGHTS

None.

SCHEDULE C
PATENT AND COPYRIGHT LICENSES

[REDACTED FOR RECORDING]

SCHEDULE D

TRADEMARKS, SERVICE MARKS

Tradenames:

1. Mudlick Mail

Trademarks:

Jurisdiction	Mark	Serial No./Reg. No.	Owner	Notes
United States	MUDLICK MAIL	85/298,739 4,056,453	Upswell, LLC	Status: Registered Filing Date: 04/19/2011 Registration Date: 11/15/2011
United States	MORE CUSTOMERS. PERIOD.	88/763,362 6,202,154	Upswell, LLC	Status: Registered Filing Date: 1/17/2020 Registration Date: 11/17/2020
United States	MORE MEMBERS. PERIOD.	88/763,365 6,202,155	Upswell, LLC	Status: Registered Filing Date: 1/17/2020 Registration Date: 11/17/2020
United States	MORE PATIENTS. PERIOD.	88/763,370 6,202,156	Upswell, LLC	Status: Registered Filing Date: 1/17/2020 Registration Date: 11/17/2020

Domain Names:

1. Mudtrax.com
2. Mudlickmail.com
3. Upswellmarketing.com

SCHEDULE E

TRADEMARK LICENSES

[REDACTED FOR RECORDING]

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

KNOW ALL MEN BY THESE PRESENTS, that Mudlick Holdings, LLC, a Delaware limited liability company ("Holdings"), Mudlick Acquisition Corp., a Delaware corporation ("Parent"), and Upswell, LLC, a Georgia limited liability company (the "Borrower"; Holdings, Parent, and Borrower are referred to herein, collectively, as "Loan Parties" and, individually, as a "Loan Party"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated May 11, 2023 (the "Collateral Agreement"), among Loan Parties and CIBC Bank USA, in its capacity as administrative agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders"), and the Lenders, each hereby appoints and constitutes Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Loan Party at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Loan Party in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents, copyrights, licenses and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings reasonably necessary or reasonably advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings reasonably necessary or reasonably advisable in order to effect the purposes described above.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of May 11, 2023, among the Loan Parties, Lenders and Agent and may not be revoked until the payment in full of all liabilities and obligations of the Loan Parties under such Credit Agreement.

**[SIGNATURE PAGE TO SPECIAL POWER OF ATTORNEY (PATENT,
TRADEMARK, COPYRIGHT AND LICENSE)]**

UPSWELL, LLC, a Georgia limited liability
company

By: _____
Geoffrey L. Faux, Jr.
Its: Secretary

MUDLICK HOLDINGS, LLC, a Delaware
limited liability company

By: _____
Geoffrey L. Faux, Jr.
Its: Secretary

MUDLICK ACQUISITION CORP., a
Delaware corporation

By: _____
Geoffrey L. Faux, Jr.
Its: Secretary