

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810044

<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>
NETRUSH, LLC		05/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK		
<b>Street Address:</b>	555 SOUTH FLOWER STREET		
<b>Internal Address:</b>	24TH FLOOR		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5089594	NETRUSH	
<b>Serial Number:</b>	97451209	BRANDRUNNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213-891-0700		
<b>Email:</b>	pnulud@buchalter.com, mmandel@buchalter.com, emills@buchalter.com		
<b>Correspondent Name:</b>	PHILIP NULUD/V MONICA MANDEL/ELYSE MILLS		
<b>Address Line 1:</b>	BUCHALTER, APC		
<b>Address Line 2:</b>	1000 WILSHIRE BOULEVARD, SUITE 1500		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	C4089-0071 [PN:VMM:EM]		
<b>NAME OF SUBMITTER:</b>	V. MONICA MANDEL		
<b>SIGNATURE:</b>	/V. Monica Mandel/		
<b>DATE SIGNED:</b>	05/12/2023		
<b>Total Attachments: 7</b>			

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 3<sup>rd</sup> day of May, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CITY NATIONAL BANK, a national banking association ("CNB").

### **RECITALS:**

A. Pursuant to that certain Credit Agreement dated as of May 3, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between NETRUSH, LLC, a Delaware limited liability company ("Borrower"), and CNB, CNB has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

B. CNB is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to CNB that certain Guaranty and Security Agreement, dated as of May 3, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement").

C. Pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to CNB this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to CNB, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to CNB, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to CNB pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of CNB with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to CNB with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize CNB unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from CNB's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission (including PDF) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY


TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NETRUSH, LLC

By:   
Name: Chris Marantette  
Title: President

AD-VENTURES 1, INC.

By:   
Name: Chris Marantette  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008087 FRAME: 0451**

CNB:

ACCEPTED AND ACKNOWLEDGED BY:

CITY NATIONAL BANK, a national banking  
association


By: Michael Rosenheck

Name: Michael D. Rosenheck


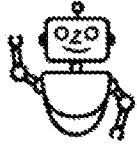

Title: Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Netrush, LLC	US	NETRUSH	5089594	11/29/2016
Netrush, LLC	US	BRANDRUNNER	97451209	Pending
Netrush, LLC	State of Washington	NR NET RUSH and Design  	57385	11/17/2014
Netrush, LLC	Canada	NETRUSH	1090145	12/21/2020
Netrush, LLC	Australia	NETRUSH	1400766	1/15/2018
Netrush, LLC	India	NETRUSH	1400766	1/15/2018
Netrush, LLC	China	NETRUSH	1400766	1/15/2018
Netrush, LLC	EU (Community Trademarks)	NETRUSH	1400766	1/15/2018
Netrush, LLC	Japan	NETRUSH	1400766	1/15/2018
Netrush, LLC	Mexico	NETRUSH	1400766	1/15/2018
Netrush, LLC	UK	NETRUSH	1400766	1/15/2018
Netrush, LLC	Spain	NETRUSH	1400766	1/15/2018



Ad-Ventures 1, Inc.	US	SELLOZO	5685700	2/26/2019
Ad-Ventures 1, Inc.	US	SELLOZO Design 	5696052	3/12/2019
Ad-Ventures 1, Inc.	US	 OZO	5696054	3/12/2019
Ad-Ventures 1, Inc.	US		5987366	2/18/2020

**Trade Names**

N/A

**Common Law Trademarks**

N/A

**Trademarks Not Currently In Use**

N/A

**Trademark Licenses**

N/A