

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812302

<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>
DirectOffer, Inc.	FORMERLY Direct Offer, Inc.	05/19/2023	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ConnectOne Bank		
<b>Street Address:</b>	301 Sylvan Avenue		
<b>City:</b>	Englewood Cliffs		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07632		
<b>Entity Type:</b>	banking institution: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6974132	DO AUDIOTOURS	
<b>Serial Number:</b>	88949918	GRID OFFERS	
<b>Registration Number:</b>	6974133	INTERESTGRID	
<b>Serial Number:</b>	97223349	DO AUDIO TOURS	
<b>Serial Number:</b>	97223375	DIRECTOFFER	
<b>Registration Number:</b>	6093491	DIRECTOFFER	
<b>Registration Number:</b>	6939049	D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2036725480		
<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>	203.672.5422		
<b>Email:</b>	enright@halloransage.com		
<b>Correspondent Name:</b>	Halloran & Sage LLP		
<b>Address Line 1:</b>	265 Church Street Suite 802		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06510		
<b>NAME OF SUBMITTER:</b>	Richard D. Getz		
<b>SIGNATURE:</b>	/Richard D. Getz/		
<b>DATE SIGNED:</b>	05/23/2023		

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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of May 19, 2023, is made by DirectOffer, Inc, an Tennessee corporation with a place of business at 620 Monroe Street, Nashville, TN 37208 (the "**Grantor**") in favor of ConnectOne Bank, a banking institution with offices at 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 (the "**Secured Party**")

WHEREAS, the Grantor has entered into a commercial loan transaction with the Secured party as of the date hereof and executed certain documents in favor of the Secured Party in accordance with the required terms thereof including a promissory Note ("**Note**") and other associated loan documents (the "**Loan Agreements**").

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreements, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof, (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security 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 Trademark Security 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 Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

7. SBA. The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.





SCHEDULE 1

Trademark/Appln. No.	Country	Mark
Reg. No. 6,974,132 (App. Ser. No. 97/219,001)	U.S.	DO AUDIOTOURS
App. No. 88/949,918	U.S.	GRID OFFERS
Reg. No. 6,974,133 (App. Ser. No. 97/219,027)	U.S.	INTERESTGRID
App. No. 97/223,349	U.S.	 The logo consists of the letters 'DO' in a bold, stylized font. The 'O' is a circle with a vertical line through its center. Below the letters, the word 'AudioTours' is written in a smaller, sans-serif font.
App. No. 97/223,375	U.S.	 The logo features a square icon containing a stylized house with a chimney, positioned to the left of the word 'DirectOffer' in a bold, sans-serif font.
Reg. No. 6,093,491	U.S.	DirectOffer
Reg. No. 6,939,049	U.S.	 The logo is a square icon containing a stylized house with a chimney, identical to the one in the previous row.
UK00003498050	UK (United Kingdom)	DirectOffer
264063	IE (Ireland)	DirectOffer

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