

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828160

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Release of Security Interest / Pay-Off Letter		
RESUBMIT DOCUMENT ID:	900779782		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		12/15/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OPERATIVE MEDIA, INC.		
Street Address:	6 EAST 32ND STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3333441	OPERATIVEDASHBOARD	
Registration Number:	3339893	OPERATIVE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	42922-1		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	07/31/2023		
Total Attachments: 4			
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December 15, 2016

OPERATIVE MEDIA INC
6 East 32 Street 2nd Floor Address
NEW YORK NY 10016

Attn: RICK GLICKMAN

Re: Pay-Off Letter

Dear RICK:

We refer to the Loan and Security Agreement, dated as of August 29, 2005 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between OPERATIVE MEDIA, INC. ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement. Upon the execution of this letter, Borrower shall have been deemed to have given notice of termination of the Credit Agreement in accordance with Section 2.1.1(f) of the Credit Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of December 13, 2016 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$	
Interest	\$	
Bank Expenses	\$	
Prepayment Fee	\$	
Final Payment	\$	
Total Amount Owning	\$	

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is [REDACTED]. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

Effective immediately and automatically upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; without further action on the part of the parties hereto (i) the Loan Agreement and any other related loan and collateral security documents in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) are terminated in full with no further force or effect; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be immediately and automatically terminated; (iii) all security interests, pledges, assignments, encumbrances, guarantees, mortgages and other liens of every type at any time granted to or held by Bank as security under the Loan Documents shall be automatically terminated, discharged and released, (iv) all guarantees supporting the Loan Agreement are immediately and automatically released without further action by Bank; and (v) all other obligations of Borrower shall be deemed immediately and automatically terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Amounts currently or that may later be due and payable by the Borrower to the Bank ("Bank Services Obligations") under banking services agreements identified on Exhibit A (the "Bank Services Agreements") for services and products Bank shall continue to provide to Borrower after the Pay-Off Date are not discharged under the terms of this Pay-Off Letter.

Borrower has granted to Bank a security interest in unrestricted cash in an amount of [REDACTED] in deposit account number [REDACTED] held, maintained, or managed through Bank (each of which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from any such account or otherwise dispose of the funds therein, and (b) place any liens on any such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance related to such Bank Services Obligations. Notwithstanding anything to the contrary in this Pay-Off Letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Bank's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. Such Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon the latter to occur of the payment in full in cash of the Bank Services Obligations or the termination of Bank's obligation under each Bank Services Agreement to make credit available to or on behalf of Borrower.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements, deposit account control terminations, intellectual property releases, landlord waiver terminations or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore other than in the Cash Collateral. Except with respect to any Bank Services Agreement and the Cash Collateral, within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock or other possessory collateral in Bank's possession to the pledgor or grantor; provided, that any documented costs or expenses incurred by Bank with respect to such items (including all reasonable and documented out-of-pocket attorneys' fees and expenses) shall be reimbursed promptly by Borrower. From and after the Pay-Off Date, Bank


further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable and documented attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.


Very truly yours,

SILICON VALLEY BANK

By: 
Name: John Koyin
Title: VP

Acknowledged by:

OPERATIVE MEDIA INC.

By: 
Name: Richard Glickman
Title: EVP and Chief Financial Officer

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

Exhibit A

Bank Services Agreements

LETTER OF CREDIT