

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828181

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Release of Security Interest / Pay-Off Letter		
RESUBMIT DOCUMENT ID:	900779788		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WF FUND IV LIMITED PARTNERSHIP		12/13/2016	Limited Partnership: MANITOBA
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: 7			
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WELLINGTON FINANCIAL LP
40 King Street West, Suite 5001
Toronto, Ontario M5H 3Y2

December 13, 2016

Operative Media, Inc.
6 East 32nd Street
New York, NY 10016

Dear Sir/Madam:

Reference is made to the Loan and Security Agreement dated as of March 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between OPERATIVE MEDIA, INC., a Delaware corporation (the "Borrower") and WF FUND V LIMITED PARTNERSHIP (f/k/a WF FUND IV LIMITED PARTNERSHIP, and c/o/b Wellington Financial LP and Wellington Financial Fund V (the "Lender"). Capitalized terms used herein and not otherwise defined have the same meanings herein as in the Credit Agreement. Upon the execution of this letter, the Borrower shall have been deemed to have given notice of prepayment of the Secured Obligations in accordance with Section 3.06 of the Credit Agreement.

We understand that, on the Payoff Date referred to below, the Borrower intends to repay in full all of the obligations and liabilities of the Borrower and the Guarantors to the Lender under or in respect of the Credit Agreement (the "Obligations").

1. This letter will confirm that, upon payment to the Lender (in the manner specified below) of:

(a) no later than 3:00 p.m., Toronto, Ontario time, on December 13, 2016 (or, if after such time, with the applicable Per Diem Amount, as defined below), a wire transfer of immediately available funds to the Lender in the aggregate amount of \$ [REDACTED], subject to adjustment as set forth in this Section 1 (as so adjusted the "Payoff Amount"), consisting of:

(i) \$ [REDACTED] representing outstanding principal and \$ [REDACTED] representing accrued but unpaid interest (assuming no changes in applicable

interest rates and no changes in the outstanding principal amount) on the Term Loan;

(ii) \$ [REDACTED] representing outstanding principal and \$ [REDACTED] representing accrued but unpaid interest (assuming no changes in applicable interest rates and no changes in the outstanding principal amount) on the Revolving Loans;

(iii) \$ [REDACTED] representing fees (including the applicable Prepayment Fee on the Term Loan) and expenses of Lender payable by Borrower pursuant to the Credit Agreement; and

(iv) \$ [REDACTED] in respect of legal fees incurred by the Lender; and

(b) a fully-executed counterpart of this letter agreement signed by the Borrower, Guarantors and the Lender;

all of the Obligations and any other commitments under the Credit Agreement shall be immediately and automatically terminated and satisfied in full (the date on which all of the foregoing conditions shall first be satisfied, the "Payoff Date"). If the figures set forth above change, we will so advise the Borrower and notify it in writing before the Payoff Date of the adjusted figures for the Payoff Amount, reflecting the appropriate changes.

If the Payoff Amount is not received by the Lender by 3:00 p.m., Toronto, Ontario time on December 13, 2016, interest shall accrue on the outstanding loans under the Credit Agreement at a per diem rate of \$ [REDACTED] (the "Per Diem Amount") each day thereafter until and including the Payoff Date and the Payoff Amount shall be automatically increased by such per diem amount without any further action by any party hereto. Notwithstanding any other provisions set forth herein, if the Borrower fails to deliver to Lender a copy of this letter agreement executed by Borrower and Guarantors and the Payoff Amount (in cash or immediately available funds), each, by 3:00 p.m., Toronto, Ontario time on December 31, 2016, this letter agreement shall be deemed to be null and void *ab initio*.

Upon receipt of the Payoff Amount (and any Per Diem Amount, if applicable) by the Lender in accordance with the foregoing, and satisfaction of the other conditions referred to in this Paragraph 1, the Lender hereby (a) immediately and automatically releases, terminates and discharges, and authorizes the Borrower to cause to be released, terminated or discharged, on and with effect from the Payoff Date, all of its security interests, liens, pledges, encumbrances, assignments and mortgages created as security for the Obligations, (b) acknowledges and agrees that all of the Obligations (other than indemnity obligations which by their terms survive the termination of the Credit Agreement) will immediately and automatically be paid in full and forever irrevocable discharged, terminated and released and (c) acknowledges and agrees that the Credit Agreement and the other Financing Documents related to or entered into connection therewith, will immediately and automatically be terminated and of no force or effect, in each case with no further action by any party, except for those provisions which by their terms survive the termination of the Credit Agreement.

2. Please transfer the Payoff Amount (and any Per Diem Amount, if applicable) to WF Fund V Limited Partnership pursuant to the instructions attached hereto as Exhibit A, by wire transfer of immediately available funds, for receipt no later than 3:00 p.m., Toronto, Ontario time, on the Payoff Date.

3. The Borrower hereby confirms that the commitments of the Lender to make any loans or advances under the Credit Agreement are terminated as of the Payoff Date. In addition, on the Payoff Date, the Credit Agreement and all other documents executed in connection therewith shall automatically terminate, discharge, and release and be of no further force or effect except for those provisions which by their terms survive the termination of the Credit Agreement.

4. The Lender will, concurrently with the satisfaction of the conditions referred to in Paragraph 1 above, and at the sole cost and expense of the Borrower, (a) execute and deliver, and does hereby authorize the Borrower and any of its agents, attorneys or designees (including legal advisors), to file any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, releases of security interests in intellectual property, deposit account control agreement terminations, landlord access agreement terminations, real property mortgage satisfactions, leasehold mortgage satisfactions, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary or desirable to release, as of record, or evidence the release of, the security interests, financing statements, and all other notices of security interests and liens previously filed by the Lender with respect to the Obligations and shall take such additional actions as Borrower (or its designee) may reasonably request to carry out the terms of this letter, and (b) promptly deliver to the Borrower (or to any other person as directed by the Borrower) all original promissory notes, stock certificates, stock powers, proxies or other possessory collateral, in possession of the Lender to the extent such collateral relates to the Obligations. Further, Lender agrees to take all reasonable additional steps and to execute and permit the filing of, if applicable, any documents requested by Borrower as may be necessary to release Lender's security interest in any property of the Borrower.

5. The Borrower and Guarantors jointly and severally agree to indemnify the Lender from any and all documented loss (other than lost profits), damage or cost or expense (including without limitation, reasonable and documented out-of-pocket attorneys' fees and legal expenses) which the Lender may suffer or incur at any time as a result of: any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by the Lender to the account of Borrower with the Lender, together with any expenses or other charges incident thereto. The Borrower's indemnification obligations under this paragraph shall not be affected by Lender's receipt of the Payoff Amount and shall survive the termination of the Credit Agreement.


6. Each Borrower and Guarantor acknowledges that the amounts referred to in Paragraphs 1 and 5 above are enforceable obligations of it owed to the Lender pursuant to the provisions of the Credit Agreement and confirms its agreement to the terms and provisions of this letter by returning to the Lender a signed counterpart of this letter. Each Borrower and Guarantor hereby releases, discharges and acquits the Lender and its officers, directors, agents, attorneys and employees and its successors and assigns (collectively, the "Released Parties"),

from all obligations to such Borrower or Guarantor, as applicable, (and its successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity (collectively, "Claims"), in each case arising out of the Credit Agreement prior to the Payoff Date that such Borrower or Guarantor, as applicable, at any time had or has, or that its successors and assigns hereafter can or may have against the Lender or its officers, directors, agents, attorneys or employees and its successors and assigns, except for Claims arising (w) out of the fraud, willful misconduct or gross negligence of any Released Party, (x) under provisions of the Credit Agreement that survive the termination thereof, (y) any disputes solely between Released Parties, or (z) solely under this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

[Remainder of page is intentionally left blank.]

Very truly yours,

WF FUND V LIMITED PARTNERSHIP,
c/o/b as Wellington Financial LP and Wellington
Financial Fund V

By: 
Name: Mark O'Neil
Title: Partner

ACKNOWLEDGED AND AGREED:

OPERATIVE MEDIA, INC., as Borrower

By: _____
Name:
Title:

SOLBRIGHT, INC., as a Guarantor

By: _____
Name:
Title:

OMBR, INC., as a Guarantor


By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:


OPERATIVE MEDIA, INC., as Borrower

By: 
Name: Amir Lavi
Title: President

SOLBRIGHT, INC., as a Guarantor

By: 
Name: Amir Lavi
Title: President

OMBR, INC., as a Guarantor

By: 
Name: Amir Lavi
Title: President

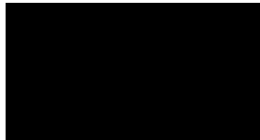
**EXHIBIT A
WELLINGTON FINANCIAL FUND
V
USD \$ WIRE INSTRUCTIONS**

Please note that incoming U.S. Wires are received through BMO's correspondent:
Wells Fargo, N.A. and you will need to quote the wire information below for both
Wells Fargo, N.A. and BMO Bank of Montreal:

**PAY THROUGH (Destination
Bank):**

Wells Fargo, N.A.

SWIFT CODE:



Fedwire ABA NUMBER:

BENEFICIARY'S BANK: BMO Bank of Montreal, International Banking H.O.,
Montreal

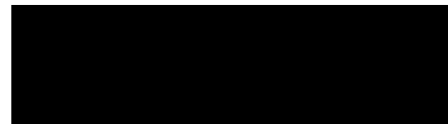
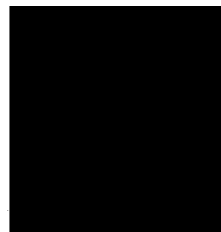
BENEFICIARY'S BRANCH:

First Canadian Place
PO Box 3, B2 Level
Toronto, ON M5X 1A3
Transit #: 00022

BENEFICIARY NAME:

WF Fund V Limited Partnership
40 King Street West, Suite 5001
Toronto, ON M5H 3Y2

USD ACCOUNT NUMBER:



BENEFICIARY'S SWIFT CODE:

BENEFICIARY'S BANK CODE: