

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective by Declaration		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belvoir Media Group, LLC		08/24/2023	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Belvoir Media Group, LLC		
Street Address:	535 CONNECTICUT AVENUE		
City:	NORWALK		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4354132	CATSTER	
Registration Number:	4354133	CATSTER	
CORRESPONDENCE DATA			
Fax Number:	8178789747		
<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:	18178783547		
Email:	cheryl.leb@kellyhart.com		
Correspondent Name:	Cheryl P. Leb		
Address Line 1:	201 Main Street, Suite 2500		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Cheryl P. Leb		
SIGNATURE:	/Cheryl P. Leb/		
DATE SIGNED:	08/24/2023		
Total Attachments: 24			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
IN RE: TRADEMARK REGISTRATIONS FOR “CATSTER”

Registrant: Belvoir Media Group, LLC §
§
Marks: CATSTER §
§
Reg. Nos.: 4354132 (word) §
4354133 (stylized) §
(the “CATSTER Registrations”) §
§
Reg. Date: June 18, 2013 §

DECLARATION OF PHILIP L. PENNY

1. I am Philip L. Penny, and I am currently the Chief Operating Officer (COO) of the Registrant, Belvoir Media Group, LLC. I have been employed by Registrant for over 24 years and have been the COO since 1999. I have first-hand knowledge of Registrant’s acquisition of the CATSTER Registrations and Registrant’s ongoing ownership thereof.
2. Registrant acquired the CATSTER Registrations by assignment on April 19, 2017. The assignment to Registrant of the CATSTER Registrations was filed of record by the USPTO on May 15, 2017 (see Reel/Frame: 6056/0015).
3. The USPTO assignment records for the CATSTER Registrations clearly show the assignment history for the CATSTER Registrations as follows: (i) Say Media, Inc. assigned the two CATSTER Registrations to I-5 Publishing, LLC on July 11, 2014, as recorded September 14, 2014 (see Reel/Frame: 5363/0416); (ii) I-5 Publishing, LLC then changed its name to Lumina Media, LLC on February 12, 2016, as recorded on April 23, 2017 (see Reel/Frame: 6025/0994); and (iii) Lumina Media, LLC then assigned the marks to Registrant, Belvoir Media Group, LLC on April 19, 2017, which assignment was filed of record as of May 15, 2017 (see Reel/Frame: 6056/0015). The USPTO assignment records clearly reflect that the Registrant was the owner of the CATSTER

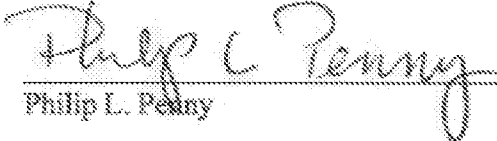
Registrations as of April 19, 2017 and filed of record as of May 15, 2017. Attached as Exhibit A to this Declaration is a copy of the assignment transferring ownership of the CATSTER Registrations to Registrant, which assignment is filed at Reel/Frame: 6056/0015.

4. Nevertheless, Say Media, Inc., which had not owned the CATSTER Registrations since July 11, 2014, erroneously granted Silicon Valley Bank a security interest in the two CATSTER Registrations three years later in September 2017. Attached as Exhibit B to this Declaration is a copy of the security interest document filed on the CATSTER Registrations, which document is filed at Reel/Frame: 6150/0428.
5. In the assignment from Say Media, Inc. to I-5 Publishing, LLC (recorded at Reel/Frame: 5363/0416), Say Media, Inc. identified itself as a Delaware corporation. Based on Registrant's searching of the Delaware business filings as of August 24, 2023, Say Media, Inc. is no longer listed as an active entity with the Delaware Secretary of State. See Exhibit C for a true and correct screen print of the search records.
6. Furthermore, based on the records of the California Secretary of State, Say Media, Inc. is registered as a foreign entity; however, the California Secretary of State records show that Say Media, Inc. is delinquent in its corporate filings, its registered agent resigned on September 15, 2021, and it has been subject to a pending suspension since November 23, 2021. See Exhibit D for true and correct screen prints of the search records as of August 24, 2023.
7. Based on its due diligence, Registrant believes it is unable to contact Say Media, Inc. to request its correction of this error because Say Media, Inc. is no longer in operation. Emails to the contact email address, contact@saymedia.com, are returned as not

deliverable and the contact phone number (415) 738-5100 has been disconnected. See Exhibit E for a copy of the email return confirmation.

8. On behalf of the Registrant, I make the following statements: (i) Belvoir Media Group, LLC is the correct owner of the CATSTER Registrations (see Reel/Frame 6056/0015) and was at the time of Say Media, Inc.'s improper grant of security interest to Silicon Valley Bank on September 8, 2017 (see Reel/Frame 6150/0428); (ii) this Declaration identifies the correct owner, Belvoir Media Group, LLC, and provides evidence as to why the security interest filing dated September 8, 2017 (Reel/Frame 6150/0428) was improper; and (iii) with the submission of this Declaration and the filing of a corrective assignment cover sheet, Registrant has paid the required fees.
9. In light of the foregoing, on behalf of Registrant, I request that the corrective assignment filing be accepted by the USPTO and that the records for the CATSTER Registrations be updated to reflect the correction of the prior security interest filing.

I declare under penalty of perjury that the foregoing is true and correct; that all statements made herein of my own knowledge are true; that all statements made on information and belief are believed to be true; and, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or document and any registration resulting therefrom.


Philip L. Peany

Date: August 24, 2023

EXHIBIT A
Assignment into Registrant

900406006 05/15/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427508

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumina Media, LLC		04/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Belvoir Media Group, LLC		
Street Address:	535 Connecticut Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1687840	CAT FANCY	
Registration Number:	2372458	CAT FANCY	
Registration Number:	1699011	DOG FANCY	
Registration Number:	2474192	DOG FANCY	
Registration Number:	3290166	CAT FANCY	
Registration Number:	3293321	DOG FANCY	
Registration Number:	3658772	CATSTER	
Registration Number:	3092359	CATSTER: HERE KITTY KITTY	
Registration Number:	2923333	DOGSTER	
Registration Number:	3089436	DOGSTER: FOR THE LOVE OF DOG	
Registration Number:	4354133	CATSTER	
Registration Number:	4354132	CATSTER	
Registration Number:	3680418	DOGSTER	
Registration Number:	4682862	DOGSTER	
Registration Number:	4682866	CATSTER	
CORRESPONDENCE DATA			
Fax Number:	8668507498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-883-4909
Email: adivino@cozen.com, lmdocketing@cozen.com
Correspondent Name: Amy F. Divino, Cozen O'Connor
Address Line 1: 277 Park Avenue, 20FL
Address Line 4: New York, NEW YORK 10172

ATTORNEY DOCKET NUMBER: 404540

NAME OF SUBMITTER: Amy F. Divino

SIGNATURE: /AFD/

DATE SIGNED: 05/15/2017

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment Agreement") is made as of April 19, 2017, by and between LUMINA MEDIA, LLC (f/k/a I-5 Publishing, LLC), a Delaware limited liability company ("Assignor"), and BELVOIR MEDIA GROUP, LLC, a Connecticut limited liability company ("Assignee"). Capitalized terms not otherwise defined in this Assignment Agreement will have the meanings given to them in the Purchase Agreement (as defined in Recital A below).

Recitals

A. Assignee and Assignor are parties to an Asset Purchase and Sale Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, the Assets.

B. This Assignment Agreement is being executed and delivered pursuant to the Purchase Agreement.

Agreement

NOW, THEREFORE, for the consideration described in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest, whether statutory or at common law, in and to all trademarks, trademark applications, and trademark registrations set forth on Exhibit A, attached hereto (the "Trademarks"), together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Trademarks, in the United States of America and throughout the world, and in and to all legal equivalents of the Trademarks in foreign countries to the extent any such rights exist in foreign countries.

2. Assignor and Assignee acknowledge and agree that certain Trademarks are registered under the name of I-5 Publishing, LLC ("I-5") and certain other Trademarks are registered under the name of Bowtie Inc. ("Bowtie"), and Assignor represents and warrants that such registrations under the name of I-5 and Bowtie do not prevent Assignor from assigning, transferring and setting over to Assignee the Trademarks.

3. Assignor hereby covenants, without further consideration, that Assignor shall take all actions and execute all documents necessary to record and perfect the interest of Assignee in and to the Trademarks and to perform all other lawful acts which Assignee may reasonably request in writing to make this assignment of the Trademarks, and shall not enter into any agreement in conflict with this Assignment Agreement.

4. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and remain in full force and effect. This Assignment Agreement is solely for the benefit of the parties hereto and no provision of this Assignment Agreement shall be deemed to confer upon third parties any

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remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Assignment Agreement.

[Signatures Page to Follow]

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IN WITNESS WHEREOF, each party has caused this Assignment Agreement to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

LUMINA MEDIA, LLC

By: *K. Walker*
Name: Keith Walker
Title: Chief Executive Officer

ASSIGNEE:

BELVOIR MEDIA GROUP, LLC

By: *Philip L. Penny*
Name: Philip L. Penny
Title: Chief Operating Officer

[Signature Page of Assignment of Trademarks]

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TRADEMARK
REEL: 006056 FRAME: 0019

**EXHIBIT A
TRADEMARKS**

Trademark	Country	Registration #	Registration Date
Cat Fancy	US	1,687,840	5/19/1992
Cat Fancy	US	2,372,458	8/1/2000
Dog Fancy	US	1,699,011	7/7/1992
Dog Fancy	US	2,474,182	7/31/2001
Cat Fancy	US	3,290,168	9/11/2007
Dog Fancy	US	3,293,321	9/18/2007
Catster	US	3,658,772	7/21/2009
Catster: Here Kitty Kitty	US	3,092,359	5/16/2006
Dogster & Design	US	2,923,333	2/1/2005
Dogster: For the Love of Dog	US	3,089,438	5/9/2006
Catster & Design (Bold Logo)	US	4,354,133	6/18/2013
Catster & Design (Script Logo)	US	4,354,132	6/18/2013
Dogster	US	3,680,418	9/8/2009
Dogster	US	4,882,882	1/5/2016
Catster	US	4,882,886	1/5/2016
Cat Fancy	MX	16412	2/28/2007
Dog Fancy	MX	16411	2/28/2007
Cat Fancy	EU	953703	10/13/1998
Dog Fancy	EU	953737	10/13/1998
Dog Fancy (in English)	CN	5232195	6/21/2009
Dog Fancy (Chinese Translation)	CN	5232186	6/21/2009
Cat Fancy (in English)	CN	5232196	6/21/2009
Cat Fancy (Chinese Translation)	CN	5232187	6/21/2009
Cat Fancy	CA	TMA523805	2/24/2000
Dog Fancy	CA	TMA523845	2/25/2000

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RECORDED: 05/15/2017

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EXHIBIT B
Copy of Erroneously Filed Security Interest

900420484 09/08/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442479

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Say Media, Inc.		09/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	86396060	TEMPEST	
Serial Number:	86400671	SAY DAILY	
Serial Number:	86400572	SAY DAILY	
Serial Number:	86199647	READWRITE	
Serial Number:	85822625	CATSTER	
Serial Number:	85822814	CATSTER	
Serial Number:	85794510	XOVAIN	
Serial Number:	85322342	XOJANE	
Serial Number:	85478370	5 QUICK FIXES	
Serial Number:	85478060	HIGH/LOW DESIGN	
Serial Number:	85477994	DESIGN SLEUTH	
Serial Number:	85477971	10 EASY PIECES	
Serial Number:	85477942	STEAL THIS LOOK	
Serial Number:	85109878	SAY MEDIA	
Serial Number:	85109874	SAY MEDIA	
Serial Number:	85109869	SAY MEDIA	
Serial Number:	85763468	SAY™	
Serial Number:	85763462	SAY™	
Serial Number:	85763452	SAY™	

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Property Type	Number	Word Mark
Serial Number:	85762750	SAY
Serial Number:	85762739	SAY
Serial Number:	85762736	SAY
Serial Number:	85109872	SAY MEDIA
Serial Number:	85099710	ADFRAMES SPARK
Serial Number:	77386487	ADFRAMES
Serial Number:	85147263	SAY:
CORRESPONDENCE DATA		
Fax Number:	7033826486	
	<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:	7033826486	
Email:	DHall@VLP.LawGroup.com	
Correspondent Name:	Davis Hall	
Address Line 1:	1301 N Courthouse Road, Unit 502	
Address Line 4:	Arlington, VIRGINIA 22201	
NAME OF SUBMITTER:	Davis Hall	
SIGNATURE:	/DavisHall/	
DATE SIGNED:	09/08/2017	
Total Attachments: 10		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of September 6, 2017 by and between SILICON VALLEY BANK ("Bank") and SAY MEDIA, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 6, 2017 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

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continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

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

5. Successors and Assigns. This 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 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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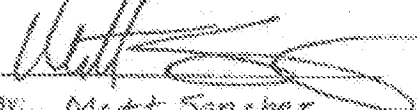
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SAY MEDIA, INC.


By: Matt Seacher
Title: CEO

BANK:

SILICON VALLEY BANK


By: Megan DiGennaro
Title: V.P. President

132-9907.1

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006150 FRAME: 0433

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Remodelista	TX0007832351	12/06/2013
Remodelista & 1 other title.	V9918D818	01/12/2015
AdFrames Initiation and Takeover Animation	PA0001675069	02/20/2008
Shelby.	VA0001640107	04/03/2008
Shelby, VA 1-640-107	V3579D388	07/10/2009

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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and Methods for Managing and Publishing Managed Content	20170171312	06/15/2017
	15444221	02/27/2017
Systems and Methods for Managing and Publishing Managed Content	9584629	02/28/2017
	20160344847	11/24/2016
	15145685	05/03/2016
Systems And Methods For Displaying Content With Discrete Content Zones	20140258847	09/11/2014
	13793714	03/11/2013
System and Methods for Displaying Content with Inline Advertising Zones	20140258834	09/11/2014
	13793751	03/11/2013
Systems and Methods for Managing and Publishing Managed Content	20140258373	09/11/2014
	13793738	03/11/2013
Systems and Methods for Categorizing and Measuring Engagement with Content	20140258372	09/11/2014
	13792855	03/11/2013
Non-Expanding Interactive Advertisement	20140244407	08/28/2014
	14255199	04/17/2014
Interaction Prompt For Interactive Advertising	20140136347	05/15/2014
	14156932	01/16/2014
Fixed Position Interactive Advertising	20130117129	05/09/2013
	13723896	12/21/2012
Interaction Prompt For Interactive Advertising	8676651	03/18/2014
	20130073402	03/21/2013
	13678156	11/15/2012
Non-Expanding Interactive Advertisement	8732019	05/20/2014
	20110231265	09/22/2011
	13117994	05/27/2011
Fixed Position Multi-State Interactive Advertisement	20110125594	05/26/2011
	13013565	01/25/2011
System and Method for Interaction Prompt Initiated Video Advertising	20130291012	10/31/2013
	13923595	06/21/2013

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**TRADEMARK
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Systems and Methods for Interaction Prompt Initiated Video Advertising	8494907	07/23/2013
	20080021775	01/24/2008
	11781830	07/23/2007
Interactive Advertising	8401903	03/19/2013
	20090006214	01/01/2009
	12209126	09/11/2008
Full Page Video Advertisement	8386317	02/26/2013
	20100023398	01/28/2010
	12572109	10/01/2009
Dynamic Configuration of an Advertisement	8306859	11/06/2012
	20090006213	01/01/2009
	12209107	09/11/2008
Engagement-Based Compensation for Interactive Advertisement	8190474	05/29/2012
	20090012867	01/08/2009
	12209062	09/11/2008
Browser Based Multi-Clip Video Editing	8156176	04/10/2012
	20070189708	08/16/2007
	11620779	01/08/2007
Browser Based Video Editing	7809802	10/05/2010
	20070183741	08/09/2007
	11620783	01/08/2007
Video Editing with Timeline Representations	7769819	08/03/2010
	20070174774	07/26/2007
	11620785	01/08/2007
Fixed Position Interactive Advertising	20100198697	08/05/2010
	12756934	04/08/2010
Interaction Prompt for Interactive Advertising	20090018920	01/15/2009
	12209138	09/11/2008
Browser enabled video device control	20060271977	11/30/2006
	11408790	04/20/2006
Browser enabled video manipulation	20060259588	11/16/2006
	11409502	04/20/2006
Browser enabled video manipulation	20060259589	11/16/2006
	11409507	04/20/2006

1928007.3

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TRADEMARK
REEL: 006150 FRAME: 0436

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEMPEST	5215950	06/06/2017
	86396060	09/14/2014
SAY DAILY	4825304	10/06/2015
	86400671	09/14/2014
SAY DAILY	4825303	10/06/2015
	86400572	09/19/2014
READWRITE	4605498	09/16/2014
	86199647	02/20/2014
CATSTER	4354133	06/18/2013
	85822825	01/14/2013
CATSTER	4354132	06/18/2013
	85822814	01/14/2013
XOVAIN	4506981	04/01/2014
	85794510	12/04/2012
XOIANE	4074198	12/20/2011
	85322342	05/16/2011
5 QUICK FIXES	4247629	11/20/2012
	85478370	11/21/2011
HIGH/LOW DESIGN	4235487	10/30/2012
	85478060	11/21/2011
DESIGN SLEUTH	4175338	07/17/2012
	85477994	11/21/2011
10 EASY PIECES	4178662	07/24/2012
	85477971	11/21/2011
STEAL THIS LOOK	4175334	07/17/2012
	85477942	11/21/2011
SAY MEDIA	4682318	02/03/2015
	85109878	08/17/2010
SAY MEDIA	4682317	02/03/2015
	85109874	08/17/2010

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TRADEMARK
REEL: 006150 FRAME: 0437

SAY MEDIA	4556174	06/24/2014
	85109869	08/17/2010
SAY™	4353835	06/18/2013
	85763468	10/25/2012
SAY™	4353834	06/18/2013
	85763462	10/25/2012
SAY™	4357793	06/25/2013
	85763452	10/25/2012
SAY	4357775	06/25/2013
	85762750	10/24/2012
SAY	4357774	06/25/2013
	85762739	10/24/2012
SAY	4357773	06/25/2013
	85762736	10/24/2012
SAY MEDIA	4074917	12/20/2011
	85109872	08/17/2010
ADFRAMES SPARK	4339006	05/21/2013
	85099710	08/04/2010
ADFRAMES	3652081	07/07/2009
	77386487	02/01/2008
SAY:	4061340	11/23/2011
	85147263	10/07/2010

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TRADEMARK
REEL: 006150 FRAME: 0438

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

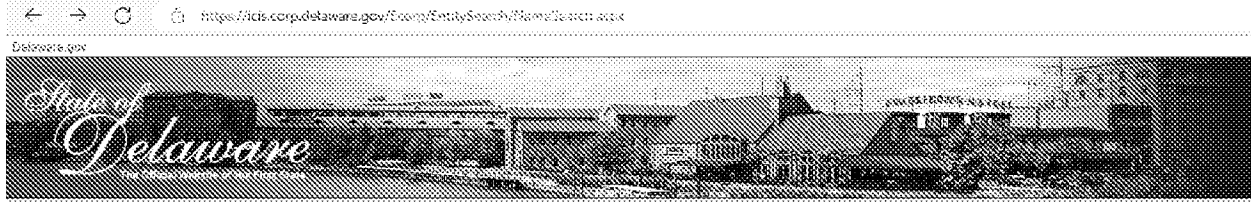
SENK00.3

RECORDED: 09/08/2017

**TRADEMARK
REEL: 006150 FRAME: 0439**

EXHIBIT C

Delaware Secretary of State Search



Department of State: Division of Corporations

HOME

Frequently Asked Questions

To retrieve information on a Delaware entity, key in the name of the entity you are searching. The search results will return both active and inactive entities from our database. This is not an indication of the current status of an entity. The information provided in this application is real time and reflects the information on our database as of the date of the search. When the list of names is returned that the name and the information page will be returned.

The entity information provided on this website, free of charge, consists of the entity name, file number, incorporation information date, registered agent name, address, phone number and residency.

However, additional information can be obtained for a fee.

If you would like to order a Certificate of Status, Certified Copy of a filed document or a Plain Copy of name, please contact a Delaware address agent. Please [click here](#).

For more information please read the [Frequently Asked Questions](#) page.

General Information Name Search

* Required Field

* Entity Name:

say media

* File Number:

(For file in not case sensitive)

(For exact searches use quotation marks)

Search

FILE NUMBER	ENTITY NAME
4525523	SAY MEDIA CANADA LLC

The intent of this tool is to provide general entity details. The Division of Corporations strictly prohibits mining data. Excessive and repeated searches that may have a negative impact on our systems and customer experience are also prohibited. Use of automated tools in any form may result in the suspension of your access to utilize this service.

For help on a particular field click on the Field Tag to take you to the help area.

Site Map | Privacy | About the Site | Accessibility | Contact Us | Delaware.gov

EXHIBIT D California Secretary of State Search

California Secretary of State

Business Search

Advanced search allows for searching by specific entity type (e.g., Corporation, Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by filings with specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced Search feature for additional results options. The California Business Search is updated as accounts are updated. The data provided is not complete or guaranteed.

Although every attempt has been made to ensure that the information contained in this database is accurate, the Secretary of State's office is not responsible for errors, omissions, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To obtain certified copies or certificates of stock, file records on entity using the search (Select Request Certificate in the right-hand panel shown) and all complete your request online.

say media

Entity Information	Annual Filing Date	Status	Entity Type	Formed In	Agent
SAY MEDIA, INC. (1333321)	01/23/2018	Active	California Limited Liability Company	CALIFORNIA	JOHN BERRY
SAY MEDIA, INC. (1333321)	01/23/2014	Terminated	California Limited Liability Company	CALIFORNIA	CHELSEA DAY
SAY MEDIA, INC. (1333321)	03/05/2010	Active	California Corporation - Not General	CALIFORNIA	MATTHEW JENKINS
SAY MEDIA, INC. (1333321)	01/23/2018	Active	California Corporation - Out of State	DELAWARE	

Agent Address

13333210000
Name: JOHN BERRY
Address: 100
City: SAN JOSE
State: CA
Zip: 95128
Phone: 408.255.1234
Fax: 408.255.1234
E-Mail: john.berry@saymedia.com

http://bizfileonline.sos.ca.gov/search/business

History

- System Amendment - Pending Suspension - 11/22/2021
- System Amendment - Penalty Certification - SI - 10/27/2021
- Agent Resignation - 9/13/2021
- System Amendment - SI Delinquency for the year of D - 6/28/2021
- Statement of Information - 9/8/2019
- System Amendment - Penalty Certification - SI - 1/29/2019
- System Amendment - SI Delinquency for the year of D - 2/27/2019
- Statement of Information - 1/29/2017
- System Amendment - SI Delinquency for the year of D - 7/12/2012
- Amendment - 1/27/2011
- Initial Filing - 1/12/2008

EXHIBIT E
Evidence of Cessation of Operations

