

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		08/29/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	MEDIAFLY, INC.		
Street Address:	150 N. Michigan Ave		
Internal Address:	#2000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4640486	MEDIAFLY	
Registration Number:	3574110	MEDIAFLY	
Registration Number:	5465360	EVOLVED SELLING	
Registration Number:	6152533	EVOLVED SELLING INSTITUTE	
Registration Number:	5506318		
Registration Number:	4220539	FIGHT FRUGALNOMICS	
Registration Number:	3518900	ROI ANALYST	
Registration Number:	4131211	ALINEAN	
Registration Number:	4444716	VALUESTORY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		

CH \$240.00 4640486

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	09/01/2023
Total Attachments: 6 source=#28730733v1 - (Release of Intellectual Property Security Interest - Mediafly, Inc. - 2023.8.29 [EXECUTED])#page1.tif source=#28730733v1 - (Release of Intellectual Property Security Interest - Mediafly, Inc. - 2023.8.29 [EXECUTED])#page2.tif source=#28730733v1 - (Release of Intellectual Property Security Interest - Mediafly, Inc. - 2023.8.29 [EXECUTED])#page3.tif source=#28730733v1 - (Release of Intellectual Property Security Interest - Mediafly, Inc. - 2023.8.29 [EXECUTED])#page4.tif source=#28730733v1 - (Release of Intellectual Property Security Interest - Mediafly, Inc. - 2023.8.29 [EXECUTED])#page5.tif source=#28730733v1 - (Release of Intellectual Property Security Interest - Mediafly, Inc. - 2023.8.29 [EXECUTED])#page6.tif	

**RELEASE OF INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Release”), is dated as of August 29, 2023, and made by WESTERN ALLIANCE BANK, an Arizona corporation (as assignee of Webster Bank, National Association, as successor by merger to Sterling National Bank) (the “Lender”), in favor of MEDIAFLY, INC., a Delaware corporation (the “Grantor”).

RECITALS

WHEREAS, pursuant to (i) that certain Loan and Security Agreement, dated as of February 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) between the Grantor and Sterling National Bank and (ii) that certain Intellectual Property Security Agreement, dated as of February 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) made by the Grantor in favor of Sterling National Bank, a security interest was granted by the Grantor in certain collateral, including all right, title and interest of the Grantor in, to and under all owned and thereafter acquired IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the patent division of the United States Patent and Trademark Office on January 22, 2021 at Reel 055004, Frame 0732;

WHEREAS, the IP Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on January 22, 2021 at Reel 7167, Frame 0675; and

WHEREAS, the Lender now desires to terminate and release the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereto hereby agree as follows:

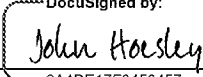
- 1 Definitions. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. The term “IP Collateral” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the following:
 - (1) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 1 annexed hereto, together with any renewals thereof;
 - (2) all products and proceeds of the foregoing item (1), including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright
 - (3) all patents and patent applications, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
 - (4) all products and proceeds of the foregoing item (3), including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto and any patent issued pursuant to a patent application referred to in Schedule 1;

- (5) all trademark registrations and trademark applications for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing item (5), including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof.
- 2 Release of Security Interest. The Lender hereby (a) terminates and releases all liens and security interests granted by the Grantor in favor of the Lender in the IP Collateral pursuant to the Loan Agreement and the IP Security Agreement and (b) reassigns to the person or persons legally entitled thereto all right, title and interest of the Lender in the IP Collateral to the extent that any such right, title, and interest exists as of the date hereof
- 3 Recordation. The Lender and the Grantor authorize the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials to record and register this Release upon request by the Grantor.
- 4 Governing Law. **THIS RELEASE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**
- 5 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LENDER AND THE GRANTOR EACH IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS RELEASE, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS RELEASE.**
- 6 Counterparts. This Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Release by telecopy, facsimile or other electronic transmission (including .PDF or docu-sign) shall be effective as delivery of a manually executed counterpart of this Release.

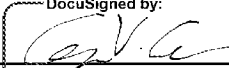
[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Release of Intellectual Property Security Agreement to be executed by a duly authorized person as of the date first written above.

WESTERN ALLIANCE BANK

DocuSigned by:
By: 
Name: John B. Hoessley
Title: Senior Managing Director

MEDIAFLY, INC.

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

SCHEDULE 1
COPYRIGHTS

Title	Country	Reg. No.	Issue Date	Publication Date	Owner
The Alinean XcelLive Saas Platform	U.S.	TX0007500794	03/23/2012	06/01/2011	Mediafly, Inc.

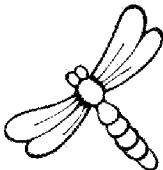
SCHEDULE 2

PATENTS

Title	Country	Patent No.	Issue Date	Serial No.	Filing Date	Owner
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	8,752,086	06/10/2014	11/836,766	08/09/2007	Mediafly, Inc.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	9,269,099	02/23/2016	14/284,540	05/22/2014	Mediafly, Inc.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	10,290,023	05/14/2019	15/049,688	02/22/2016	Mediafly, Inc.

SCHEDULE 3

TRADEMARKS

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	MEDIAFLY	86/239,068	4/1/2014	4,640,486	11/18/2014	Mediafly, Inc.
UNITED STATES	MEDIAFLY	78/918,706	6/28/2006	3,574,110	2/10/2009	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING	87/185,982	9/28/2016	5,465,360	5/8/2018	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING INSTITUTE	88/817,580	03/02/2020	6,152,533	9/15/2020	Mediafly, Inc.
UNITED STATES	MISCELLANEOUS DESIGN 	87/481,482	6/8/2017	5,506,318	7/3/2018	Mediafly, Inc.
UNITED KINGDOM	PRESENTIFY	3147320	2/1/2016	UK00003147320	4/29/2016	Mediafly, Inc.
UNITED STATES	FIGHT FRUGALNOMICS	85/395,120	8/11/2011	4,220,539	10/9/2012	Mediafly, Inc.
UNITED STATES	ROI ANALYST	77/115,860	2/26/2007	3,518,900	10/21/2008	Mediafly, Inc.
UNITED STATES	ALINEAN	85/395,151	8/11/2011	4,131,211	4/24/2012	Mediafly, Inc.
UNITED STATES	VALUESTORY	85/673,692	7/11/2012	4,444,716	12/3/2013	Mediafly, Inc.