CH \$140.00 7151

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM852634

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CitrusByte, LLC		11/09/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Security Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	the Cayman Islands branch of a Swiss Banking corporation: SWITZERLAND		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	7151582	LEMMA
Registration Number:	6181240	FERMAT
Registration Number:	5953687	PROOF
Registration Number:	4099049	CITRUSBYTE
Serial Number:	88490782	FORMULA PARTNERS

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049273-0142
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	11/10/2023

TRADEMARK REEL: 008255 FRAME: 0459

900813199

Total Attachments: 9 source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page1.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page2.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page3.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page4.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page5.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page6.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page7.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page8.tif source=5. Foxtrot IP Security Agreement (Accession) - 9.11.2023#page8.tif

Notice of Grant of Security Interest in Trademark

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of November 9, 2023 (this "<u>Agreement</u>"), made by the entities listed on <u>Schedule I</u> hereto, (each a "<u>Pledgor</u>", and together the "<u>Pledgors</u>"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Security Agent (as defined below).

Reference is made to the Security Agreement, dated as of August 9, 2021 (as supplemented by Supplement No. 3 dated as of the date hereof among the Pledgors, the other subsidiaries of the Parent party thereto and the Security Agent, and as further supplemented by Supplement No. 2 and Supplement No. 1 both dated as of November 5, 2021 among certain subsidiaries of the Parent party thereto and the Security Agent, and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among S⁴ Capital US Holdings, LLC, a Delaware limited liability company (the "U.S. Borrower"), S4 Capital Holdings Limited, a limited company incorporated under the laws of Jersey, each subsidiary of the Parent from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as security agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Security Agent"). The parties hereto agree as follows:

- SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.
- SECTION 2. *Grant of Security Interest*. As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Secured Obligations, each Pledgor pursuant to the Security Agreement did, and hereby does, assign, pledge and grant to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "IP Collateral"):
 - (i) (a) all U.S. registered and applied for Trademarks, including the trademarks listed on <u>Schedule II</u> and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, or other violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions, or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing; and
 - (ii) (a) all U.S. registered Copyrights, as applicable; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements or other violations of any of the foregoing; (d)

Doc#: Europe1:2331075v1

the right to sue for past, present, and future infringements or other violations of any of the foregoing; and (e) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent to use" application prior to such filing would violate the Lanham Act.

SECTION 3. Security Agreement. The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any electronic signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of each Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The

Security Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgors as any Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Security Agent shall reasonably cooperate with any efforts made by the Pledgors to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DECODED ADVERTISING LLC

Matthew Rednor

D...

e: Matthew Rednor

Title: Chief Executive Officer

[Signature Page to Notice of Grant of Security Interest in Copyrights and Trademarks]

CITRUSBYTE, LLC

DocuSigned by:

Brady Brim-DeForest
Name: Brady Brim-DeForest
Title: Chief Executive Officer

REEL: 008255 FRAME: 0465

ACCEPTED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Security Agent

By: Name: William OD-W

Title: Michlan Red Signadury

By:

Name: Aupael Selic

Title: AUTHORIZED SHAWFORY

Schedule I

Pledgors

Legal Name	Type of Entity	Jurisdiction of Formation
DECODED ADVERTISING LLC	Limited Liability Company	Delaware
CitrusByte, LLC	Limited Liability Company	California

Schedule II to Notice of Grant of Security Interest in Copyrights

Copyrights Owned by the Pledgors

U.S. Copyright Registrations

None.

Schedule-2

Schedule II to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by the Pledgors

Trademark/Image if any	ion Number Applicat	Registrat ion Number Registrat ion Date	Status	Owner
DECODED ADVERTISING	October		Registered November 13, 2018	Decoded Advertising LLC
LEMMA	07-JUN-	7151582 29-AUG- 2023	Registered	CitrusByte, LLC
FERMAT	13-AUG-	6181240 20-OCT- 2020	Registered	CitrusByte, LLC
FORMULA PARTNERS	88490782 26-JUN- 2019		Pending Suspended	CitrusByte, LLC
PROOF	17-MAY-	5953687 07-JAN- 2020	Registered	CitrusByte, LLC
CITRUSBYTE BITE	06-JUL-	4099049 14-FEB- 2012	Renewed (Registered)	CitrusByte, LLC

Schedule-3

Doc#: Europe1:2331075v1

RECORDED: 11/10/2023