

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858179

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900809894

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
inMarket Media, LLC		10/26/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	6460 Las Colinas Blvd.
Internal Address:	Mail Code CC1-30
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3565942	INMARKIT
Registration Number:	4254395	CHECKPOINTS
Registration Number:	4380505	THE APP THAT PAYS YOU BACK
Registration Number:	4444153	JIWIRE COMPASS NE SW NE SE SW NW
Registration Number:	4222795	SCANSENSE
Registration Number:	4345278	OUT OF MILK
Registration Number:	4452672	LOCATION GRAPH
Registration Number:	4382849	MOBILE TO MORTAR
Registration Number:	4611351	GEOCOOKIE
Registration Number:	5407776	NINTHDECIMAL
Registration Number:	5413112	9D
Registration Number:	4881445	INMARKET
Registration Number:	4859846	INMARKET
Registration Number:	5269083	LCI
Registration Number:	5234141	LOCATION CONVERSION INDEX
Registration Number:	5259466	PRECEPTIVITY
Registration Number:	6027633	LOCATION GRAPH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6079602	INMETRIC
Serial Number:	90771912	GEOLINK
Serial Number:	90771924	LIFT CONVERSION INDEX
Serial Number:	97479016	UNFLATION
Serial Number:	97673478	OMNIGROW
Serial Number:	97673474	UMATTER

CORRESPONDENCE DATA

Fax Number: 3124996701
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.
Email: ahesla@duanemorris.com
Correspondent Name: Barry Steinman
Address Line 1: 30 SOUTH 17TH STREET
Address Line 2: Duane Morris LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	H2886-00005
NAME OF SUBMITTER:	Barry Steinman
SIGNATURE:	/s/Barry Steinman
DATE SIGNED:	12/04/2023

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 26th day of October, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CITIBANK, N.A.**, in its capacity as administrative agent for the Lenders and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 26, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **INMARKET MEDIA, LLC**, a Delaware limited liability company (together with any entity that may hereafter become party thereto as a Borrower, individually and collectively, "Borrower"), the other Loan Parties party thereto from time to time, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Lenders and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 26, 2023 (including all annexes, exhibits, or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lenders and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each Lender and each of the Bank Product Providers, to secure the Secured

Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, and all Intellectual Property Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present, or future: (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages; (ii) injury to the goodwill associated with any Trademark; or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

Notwithstanding any provision of this Trademark Security Agreement to the contrary (including, but not limited to, this Section 2), this Agreement shall not constitute a grant of a security interest in the following, which shall not constitute Trademark Collateral (together, the "Excluded Assets"): (i) any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office (provided that each such intent-to-use application shall be considered Trademark Collateral immediately and automatically upon such filing and acceptance); and (ii) any Intellectual Property License which by its terms cannot be pledged, transferred or assigned by such Grantor, or to the extent that granting a security interest therein would result in a breach, default, invalidation, or termination under the Intellectual Property License, solely at such times and to the extent that no consent, waiver, or amendment thereof shall have been obtained; provided, however, that, to the extent required by the Credit Agreement, with respect to any potential Trademark Collateral described in this clause (ii) requiring a consent, waiver or amendment prior to the effective grant of a security interest, the affected Grantor shall have used commercially reasonable efforts to obtain such consent, waiver, or amendment; and provided, however, in each of clauses (i) and (ii), that if and when any property shall cease to be an Excluded Asset, a lien on and security interest in such property shall be deemed granted.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, the Bank Product Providers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to

Administrative Agent, for the benefit of Lenders and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

INMARKET MEDIA, LLC

By: 
Name: Howard Morof
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By: _____
Name: Anna Sryca
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

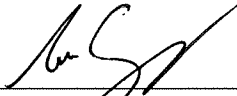
INMARKET MEDIA, LLC

By: _____
Name: Howard Morof
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By:  _____
Name: Anna Stryca
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registered Owner	Country	Mark	Application/Registration No.	Application/Registration Date
inMarket Media, LLC	US	INMARKIT	78/764,999 / 3565942	12/1/2005 / 1/20/2009
inMarket Media, LLC	US	CHECKPOINTS	85/086,830 / 4254395	7/16/2010 / 12/4/2012
inMarket Media, LLC	US	THE APP THAT PAYS YOU BACK	85/129,637 / 4380505	9/14/2010 / 8/6/2013
inMarket Media, LLC	US	JIWIRE COMPASS and design	85/211,400 / 4444153	1/1/2013 / 12/3/2013
inMarket Media, LLC	US	SCANSENSE	85/341,574 / 4222795	6/8/2011 / 10/9/2012
inMarket Media, LLC	US	OUT OF MILK	85/589,090 / 4345278	4/4/2012 / 6/4/2013
inMarket Media, LLC	US	LOCATION GRAPH	85/628,683 / 4452672	5/17/2012 / 12/17/2013
inMarket Media, LLC	US	MOBILE TO MORTAR	85/741,957 / 4382849	9/29/2012 / 8/13/2013
inMarket Media, LLC	US	GEOCOOKIE	86/137,037 / 4611351	12/6/2013 / 9/23/2014
inMarket Media, LLC	US	NINTHDECIMAL	86/288,330 / 5407776	5/21/14 / 2/20/2018
inMarket Media, LLC	US	9D and design	86/304,092 / 5413112	6/9/2014 / 2/27/2018
inMarket Media, LLC	US	INMARKET	86/652,107 / 4881445	6/4/2015 / 1/5/2016
inMarket Media, LLC	US	INMARKET and design	86/654,618 / 4859846	6/8/2015 / 11/24/2015
inMarket Media, LLC	US	LCI	87/105,791 / 5269083	7/15/2016 / 8/22/2017
inMarket Media, LLC	US	LOCATION CONVERSION INDEX	87/105,809 / 5234141	7/15/2016 / 6/27/2017

Registered Owner	Country	Mark	Application/ Registration No.	Application/ Registration Date
inMarket Media, LLC	US	PRECEPTIVITY	87/191,219 / 5259466	10/2/2016 / 8/8/2017
inMarket Media, LLC	US	LOCATION GRAPH	88/598,748 / 6027633	8/29/2019 / 4/7/2020
inMarket Media, LLC	US	INMETRIC	88/696,157 / 6079602	11/18/2019 / 6/16/2020
inMarket Media, LLC	US	GEOLINK	90/771,912 / -	6/14/2021 / -
inMarket Media, LLC	US	LIFT CONVERSION INDEX	90/771,924 / -	6/14/2021 / -
inMarket Media, LLC	US	UNFLATION	97/479,016 (ITU) / -	6/28/2022 / -
inMarket Media, LLC	US	OMNIGROW	97/673,478 (ITU) / -	1/11/2022 / -
inMarket Media, LLC	US	UMATTER	97/673,474 (ITU) / -	11/11/2022 / -
inMarket Media, LLC	UK	NINTHDECIMAL	UK00912925996 / UK00912925996	5/30/2014 / 10/22/2014
inMarket Media, LLC	UK	9D and design	UK00912976941 / UK00912976941	6/12/2014 / 10/23/2014
inMarket Media, LLC	UK	Milk bottle design	UK00916950651 / UK00916950651	7/5/2017 / 11/1/2017
inMarket Media, LLC	UK	OUT OF MILK	UK00916950685 / UK00916950685	7/5/2017 / 11/1/2017
inMarket Media, LLC	NZ	NINTHDECIMAL	999020 / 999020	6/4/2014 / 5/21/2014
inMarket Media, LLC	JP	NINTHDECIMAL	2014-041496 / 5740330	5/23/2014 / 2/13/2015
inMarket Media, LLC	EU	NINTHDECIMAL	12925996 / 12925996	5/30/2014 / 10/22/2014
inMarket Media, LLC	EU	9D and design	12976941 / 12976941	6/12/2014 / 10/23/2014
Bonial International GmbH	EU	Milk bottle design	16950651 / 16950651	7/5/2017 / 11/1/2017

Registered Owner	Country	Mark	Application/ Registration No.	Application/ Registration Date
Bonial International GmbH	EU	OUT OF MILK	16950685 / 16950685	7/5/2017 / 11/1/2017
inMarket Media, LLC	CN	NINTHDECIMAL	14661584 / 14661584	7/9/2014 / 8/21/2015
inMarket Media, LLC	CN	NINTHDECIMAL	14661585 / 14661585	7/9/2014 / 8/28/2015
inMarket Media, LLC	AU	NINTHDECIMAL	1626522 / 1626522	6/4/2014 / 1/27/2016

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.