

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM162724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		12/21/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Company Name:	GENNEXT MEDIA, INC.		
Street Address:	8619 Westwood Center Dr, Suite 150		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5371783	SUREFIRE LOCAL MARKETING CLOUD	
Registration Number:	5335437	SUREFIRE LOCAL	
Registration Number:	4224904	SUREFIRE SOCIAL	
Registration Number:	3896827	SUREFIRE SOCIAL	
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:	6508435801		
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1130		
ATTORNEY DOCKET NUMBER:	315583-115		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	Jennifer Gu		
DATE SIGNED:	02/29/2024		
Total Attachments: 7			
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Western Alliance
Bank™

Member FDIC

December 21, 2023

Gennext Media Inc
DBA Surefire Local Inc
8619 Westwood Center Dr, Suite 150
Vienna, VA 22182

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of December 14, 2023, by WESTERN ALLIANCE BANK, an Arizona corporation (“Lender”), in favor GENNEXT MEDIA, INC. d/b/a SUREFIRE LOCAL, INC., a Delaware corporation “Grantor”.

Grantor assigned certain interests in the patents, trademarks and copyrights (the “Intellectual Property”), to Lender under an Intellectual Property Security Agreement dated as of December 31, 2020, as may have been amended from time to time between Lender and Grantor (the “Security Agreement”) and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B, & C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Company without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark Office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation

By: *Yolanda Jordan*
Name: Yolanda Jordan
Title: Loan Operations Associate Director

Enclosures

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and GENNEXT MEDIA, INC. d/b/a SUREFIRE LOCAL, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

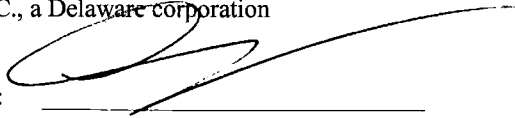
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GENNEXT MEDIA, INC. d/b/a SUREFIRE LOCAL, INC., a Delaware corporation

By: 

Name: Chris Marentis

Title: CEO

Address for Notices:

Attn: Chris Marentis

8619 Westwood Center Drive
Vienna, Virginia 22182
Tel: 703 786 3909
Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GENNEXT MEDIA, INC. d/b/a SUREFIRE LOCAL, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: _____

8619 Westwood Center Drive
Vienna, Virginia 22182

Tel: _____

Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: AMER TAHBOUB

Title: Relationship Manager

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist x

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Surefire Local Marketing Cloud	87429873	5371783	N/A	April 28, 2017
Surefire Local	87442122	5335437	N/A	May 9, 2017
Surefire Social	85543249	4224904	N/A	February 15, 2012
Surefire Social	85023207	3896827	N/A	April 26, 2010

EXHIBIT C

PATENTS

Please Check if No Patents Exist x

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>