

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI137372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADPARLOR, LLC		04/02/2024	Limited Liability Company: DELAWARE
DELIVER TECHNOLOGY LLC		04/02/2024	Limited Liability Company: DELAWARE
FLUENT MEDIA LABS, LLC		04/02/2024	Limited Liability Company: DELAWARE
FLUENT, LLC		04/02/2024	Limited Liability Company: DELAWARE
PURPOSE INSURANCE AGENCY, LLC		04/02/2024	Limited Liability Company: DELAWARE
REWARD ZONE USA LLC		04/02/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as Administrative Agent		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5024783	FLUENT	
Registration Number:	7257929	POLICY SAVINGS	
Registration Number:	5834476	S THE SMARTWALLET	
Registration Number:	5978891	AUDIENCE NOW	
Registration Number:	5855869	AUDIENCE NOW BY FLUENT	
Serial Number:	97844187	FLASH REWARDS	
Serial Number:	98417113	ADPARLOR	
Serial Number:	97844249	UPELVEL REWARDS	
CORRESPONDENCE DATA			

CH \$215.00.00 86097671

Fax Number: 6173417701

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: +1(617)341-7721

Email: michelle.bramwell@morganlewis.com

Correspondent Name: Michelle Bramwell

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
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SIGNATURE:	Michelle Bramwell
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DATE SIGNED:	04/02/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of April, 2024, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CRYSTAL FINANCIAL LLC d/b/a SLR Credit Solutions, a Delaware limited liability company (“SLR”), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 2, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Fluent, LLC, a Delaware limited liability company (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of April 2, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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 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 1.03 of the 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 grants to Agent, for the benefit of each member of the Lender Group, 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 United States Trademarks, including the registrations and applications (except for any “intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application, or any registration issuing therefrom, under applicable federal law) referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark 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, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

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 Agent, the other members of the Lender Group 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 Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under the Security Agreement, Grantors hereby authorize 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 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. RELEASE AND TERMINATION. Upon any termination or release of the Trademark Collateral pursuant to Section 9.10 of the Credit Agreement, Agent shall, at the request and expense of each Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions as such Grantor may reasonably request in writing to evidence such termination or release of the Trademark Collateral.

8. 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 8.07 AND SECTION 8.09 OF THE 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:

**FLUENT, LLC
ADPARLOR, LLC
DELIVER TECHNOLOGY LLC
FLUENT MEDIA LABS, LLC
PURPOSE INSURANCE AGENCY, LLC
REWARD ZONE USA LLC,**
each a Delaware limited liability company

By: _____



Name: Donald Patrick

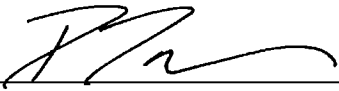
Title: Chief Executive Officer

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.

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CRYSTAL FINANCIAL LLC D/B/A SLR
CREDIT SOLUTIONS**

By: 
Name: Rebecca Tarby
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registrations:

Company	Type of Intellectual Property	Country/Region	Mark	Registration/Application Number	Registration/Application Date
Fluent, LLC	Trademark Registration	U.S.	FLUENT	5024783	Aug. 23, 2016
Purpose Insurance Agency, LLC	Trademark Registration	U.S.	POLICY SAVINGS	7257929	Jan. 02, 2024
Fluent Media Labs, LLC	Trademark Registration	U.S.	THE SMARTWALLET	5834476	Aug. 13, 2019
Fluent Media Labs, LLC	Trademark Registration	U.S.	AUDIENCE NOW	5978891	Feb. 04, 2020
Fluent Media Labs, LLC	Trademark Registration	U.S.	AUDIENCE NOW BY FLUENT	5855869	Sep. 10, 2019
Deliver Technology, LLC (dba Flash Rewards)	Trademark Application	U.S.	FLASH REWARDS	97844187	Mar. 17, 2023
AdParlor, LLC	Trademark Application	U.S.	ADPARLOR	98417113	Feb. 22, 2024
Reward Zone USA, LLC	Trademark Application	U.S.	UPELVEL REWARDS	97844249	Mar. 17, 2023