

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BuySellAds.Com, Inc.		10/29/2020	Corporation: DELAWARE
BuySellAds Technology LLC		10/29/2020	Limited Liability Company: MASSACHUSETTS
26BYTES LLC		10/29/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Provident Bank		
Street Address:	5 Market Street		
City:	Amesbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01913		
Entity Type:	Massachusetts Savings Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77862409	BUYSELLADS	
Serial Number:	87189357	COME IN WE'RE HIRING	
CORRESPONDENCE DATA			
Fax Number:	6174220383		
<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:	6174220200		
Email:	ams@bostonbusinesslaw.com		
Correspondent Name:	Shaun W. Briere, Esquire		
Address Line 1:	155 Federal Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Shaun W. Briere		
SIGNATURE:	/swb/		
DATE SIGNED:	10/29/2020		
Total Attachments: 11			
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OP \$65.00 77862409

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IP SECURITY AGREEMENT

This IP Security Agreement (this “Agreement”), dated as of October 29, 2020, is made by and among (i) BuySellAds.Com, Inc., a Delaware corporation having an address of 18 Shipyard Drive, Hingham, MA 02043 (the “Borrower”), (ii) BuySellAds Technology LLC, a Massachusetts limited liability company, having an address of 18 Shipyard Drive, Hingham, MA 02043 , (iii) 26BYTES LLC, a Massachusetts limited liability company having an address 18 Shipyard Drive, Hingham, MA 02043, (collectively, the “Guarantors”), and (iv) The Provident Bank, a Massachusetts Savings Bank, with an address of 5 Market Street, Amesbury, MA 01913 (the “Lender”). The Borrower and the Guarantors are sometimes collectively referred to herein as the “Debtor”.

Recitals

A. The Borrower and the Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, restated, modified, supplemented or extended from time to time, the “Credit Agreement”) setting forth the terms on which Lender may now or hereafter extend credit to or for the account of the Borrower. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Credit Agreement.

B. The Borrower’s obligations under the Credit Agreement are further evidenced by (i) a certain Revolving Line of Credit Note of even date herewith by the Borrower payable to the order of the Lender in the maximum principal amount of \$100,000.00 (as may be amended, modified, increased or extended from time to time, the “Revolving Note”), (ii) a certain Promissory Note of even date herewith by the Borrower payable to the order of the Lender in the original principal amount of \$5,000,000.00 (as may be amended, modified, increased or extended from time to time, the “Delayed Draw Term Note”), and (iii) a certain Promissory Note of even date herewith by the Borrower payable to the order of the Lender in the original principal amount of \$5,000,000.00 (as may be amended, modified, increased or extended from time to time, the “Term Note”, and collectively with the Revolving Note and the Delayed Draw Term Note, collectively, the “Notes”);

C. The Guarantors have each duly authorized, executed and delivered to the Lender a certain Guaranty of even date herewith, unconditionally guarantying the obligations of the Borrower to the Lender pursuant to the Notes and the Credit Agreement (as may be amended, restated, modified or supplemented from time to time, the “Guaranty”);

D. As a condition to extending credit to or for the account of the Borrower, Lender has required the execution and delivery of this Agreement by the Debtor.

In consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Obligations” shall mean (A) all indebtedness of the Debtor to the Lender arising on or after the

date hereof under the Credit Agreement, the Notes, the Guaranty, and the other Loan Documents, both principal and interest, and any and all extensions, renewals, refinancings or refundings, in whole or in part, thereof, (B) all indebtedness of the Debtor to the Lender for reasonable fees and expenses arising in connection with the Loans including, without limitation, reasonable attorneys' fees and legal and other expenses paid or incurred by the Lender in connection with the collection of the amounts due hereunder or under the Loans, the Credit Agreement, the Notes, the Guaranty, and the other Loan Documents, (C) all future advances made by the Lender for the protection or preservation of the Collateral or any portion thereof including, without limitation, advances for storage and transportation charges, taxes, insurance, repairs and the like, when and as the same become due, whether at maturity or by declaration, acceleration or otherwise, or, if now due, when payment thereof shall be demanded by the Lender; and (D) all other obligations and liabilities, of every kind and description, direct or indirect, absolute or contingent, due or to become due, regardless of how they arose or were acquired, now existing or hereafter arising by the Debtor to the Lender, including, without limitation, the obligations of the Debtor to the Lender (or its affiliates) with respect to any Bank Product Obligations (as defined in the Credit Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications

and letters patent pertaining to the Patents, then the Debtor shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(b) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to any Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no subsidiary or affiliate of the Debtor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any affiliate or subsidiary of the Debtor owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such subsidiary or affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify Lender of such item(s) and cause such subsidiary or affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) Title. The Debtor as identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens.

(e) No Sale. The Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(f) Defense. The Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay

such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Lender's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) above or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Note.

(j) Power of Attorney. To facilitate Lender's taking action under subsection (h) above and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. Until the occurrence of an Event of Default, the Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and Lender and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to Lender, and the Debtor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page]

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

LENDER:

THE PROVIDENT BANK

By: Kevin M. Barton

Name: Kevin Barton

Title: Vice President

DEBTOR:

WITNESS:

BUYSELLADS.COM, INC.

By: _____

Name: Todd Garland

Title: President

BUYSELLADS TECHNOLOGY LLC

By: _____

Name: Todd Garland

Title: Manager

26BYTES LLC

By: _____

Name: Todd Garland

Title: Manager

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

LENDER:

THE PROVIDENT BANK

By: _____

Name: Kevin Barton

Title: Vice President

DEBTOR:

BUYSELLADS.COM, INC.

By: Todd Garland

Name: Todd Garland

Title: President

BUYSELLADS TECHNOLOGY LLC

By: Todd Garland

Name: Todd Garland

Title: Manager

26BYTES LLC

By: Todd Garland

Name: Todd Garland

Title: Manager

WITNESS:

EXHIBIT A

PATENTS

NONE

EXHIBIT B
TRADEMARKS

- | |
|--------------------------------------------------------------------------------------|
| 1) USPTO Serial No. 77862409 – Word Mark (BUYSELLADS) – see attached |
| 2) USPTO Serial No. 87189357 - DESIGN PLUS WORDS (COME IN WEREHIRING) – see attached |

BUYSELLADS

Word Mark BUYSELLADS

Goods and Services IC 035, US 100 101 102, G & S: Advertising services; advertising agencies; advertising consultation; rental of advertising space on web sites; online searchable database featuring advertising; online advertising for businesses, consumers, advertisers and web travelers of all ages; promoting the goods and services of others via a global computer network. FIRST USE: 20080201. FIRST USE IN COMMERCE: 20080220

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Trademark Search Facility Classification Code LETTER-3-OR-MORE ADS Combination of three or more letters as part of the mark
NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters, punctuation and mathematical signs, zodiac signs, prescription marks

Serial Number 77862409

Filing Date November 2, 2009

Current Basis 1A

Original Filing Basis 1A

Date Amended to Current Register April 14, 2010

Change in Registration CHANGE IN REGISTRATION HAS OCCURRED

Registration Number 3808739

Registration Date June 22, 2010

Owner (REGISTRANT) BuySellAds.com CORPORATION MASSACHUSETTS 745 Atlantic Ave Boston MASSACHUSETTS 02111

Attorney of Record Raj Abhyanker

Type of Mark Register SERVICE MARK
SUPPLEMENTAL

Affidavit Text SECT 8 (6-YR). SECTION 8(10-YR) 20200610.

Renewal 1ST RENEWAL 20200610

Live/Dead Indicator LIVE



Word Mark COME IN WE'RE HIRING
Goods and Services IC 035, US 100 101 102, G & S: Providing on-line information in the fields of employment, recruitment, careers, personal issues related to careers and work life, job resources, job listings and resumes; providing on-line interactive employment counseling and recruitment services; providing on-line employment placement services, namely, resume matching services via a global computer network. FIRST USE: 20050901, FIRST USE IN COMMERCE: 20050901
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26.11.21 - Rectangles that are completely or partially shaded
Serial Number 87189357
Filing Date September 30, 2016
Current Basis 1A
Original Filing Basis 1A
Published for Opposition February 21, 2017
Registration Number 5199385
Registration Date May 9, 2017
Owner (REGISTRANT) BUYSSELLADS.COM, INC. CORPORATION DELAWARE 18 SHIPYARD DR. HINGHAM MAINE 02043
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Eric Jeppsen
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words "COME IN WE'RE HIRING" inside a square; the words "COME IN WE'RE" are above the word "HIRING"; the words "COME IN" are stylized in cursive and the words "WE'RE HIRING" are in print; the word "HIRING" and the "W" in the word "WE'RE" are in upper-case.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE