

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625431

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YIELDMO, INC.		02/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4755727	YIELDMO
Registration Number:	4764742	SAVING THE WORLD FROM BAD MOBILE ADS
Registration Number:	4901514	EXPECT MORE FROM MOBILE ADVERTISING
Registration Number:	5507870	DATA BY DESIGN
Registration Number:	5652995	YM
Serial Number:	90067186	PINHOLE
Serial Number:	90067137	MAKING ATTENTION ACTIONABLE
Serial Number:	90067073	HYPERSROLLER
Serial Number:	90067007	AEROS ATTENTION ANALYTICS
Serial Number:	90236192	PNGR INTELLIGENCE
Serial Number:	90236135	PNGR
Serial Number:	90236112	ZINE
Serial Number:	90236082	WINDOWPLAY
Serial Number:	90236069	TICKER
Serial Number:	90236041	PULL
Serial Number:	90236012	MEGASHOPPER
Serial Number:	90232795	MAINSTAGE
Serial Number:	90232776	FLEXPLAY
Serial Number:	90232755	FLEXCARD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90232737	FLEXBANNER
Serial Number:	90232716	CAROUSEL

CORRESPONDENCE DATA

Fax Number: 6508497400
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: 6508435780
Email: kceron@cooley.com
Correspondent Name: Karla Ceron
Address Line 1: 3175 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	036703.1776
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/KC/
DATE SIGNED:	02/09/2021

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of February 5, 2021, by and between COMERICA BANK, a Texas banking association ("Bank") and YIELDMO, INC., a Delaware corporation ("Grantor") ("Agreement") and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of August 6, 2016, as amended from time to time (the "Original IPSA"). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

RECITALS

A. Bank and Grantor are parties to that certain Loan and Security Agreement dated as of June 18, 2013 (as the same may from time to time be further amended, modified, supplemented or restated, the "Original Agreement"). Bank and Grantor propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include any "intent to use" trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” and (ii) to have been “signed” or “duly executed”. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

[Signature page follows.]

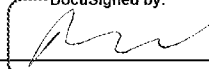
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

GRANTOR:

Address of Grantor:

YIELDMO, INC.

218 West 18th Street, 2nd Floor
New York, NY 10011
Attn: Chief Financial Officer

DocuSigned by:
By: 
-----C2D22D6FECA74BA...

Name: Rick Eaton
Title: Chief Financial Officer, Corporate Treasurer
and Secretary

BANK:

Address of Bank:

COMERICA BANK

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

DocuSigned by:
By: 
-----695EDD713082476...

Name: Adam Malek
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B**Patents**

Description	Patent / Application Number	Issue / Application Date
As advertisement that changes its displayed content based on a manipulation of a webpage by a user; abstracted "hyperscroller."	PRV 62/068,646 US 14/592,883* PCT/US15/64460*	10/25/2014 1/8/2015 12/8/2015
Header, footer, and intermediate advertisements for the same brand or product on one webpage.	PRV 62/059,974 US 14/668,937* PCT/US15/53112*	10/5/2014 3/25/2015 9/30/2015
Multiple segments of one advertising campaign interspersed throughout on one webpage or across multiple webpages; abstracted "stories."	PRV 62/119,176 US 15/048,994* PCT/US16/18819*	2/21/2015 2/19/2016 2/20/2016
Testing and modifying advertisement formats for various optimization requirements and reusing optimized formats for similar users or at similar locations.	PRV 62/114,564 US 15/040,850* PCT/US16/17410*	2/10/2015 2/10/2016 2/10/2016
(Pettitt, acquired) Republishing and syndicating digital content; registering a syndication engine to indicate content for syndication + monetization model for content.	PRV 61/447,567 US 14/012,066 PATENT 9,779,067	2/18/2012 8/28/2013
Advertisement format optimized for a particular user and reused for future advertisements on the user's device.	PRV 62/175,205*	6/12/2015
hyperscroller, hyperplay, hyperscroller-broadened, pull + window, switch + lookbook, windowplay, elevator. US covers hyperscroller, pull, and window. US2 covers hyperplay and closed-loop video within hyperplay. Describes our approach to playing through frames of video in response to user interaction.	PRV 62/197,929 PATENTS 9,852,759 10,789,983 9,966,109 10,789,984 10,832,729 10,832,730 US 17/039,961	7/28/2015 7/22/2016 3/22/2017 11/17/2017 11/17/2017 3/27/2018
Caching web pages to correct state loss in back-forward caching in mobile Safari on iOS.	PRV 62/200,606*	8/3/2015
Will cover an approach to jumping outside of our placement iframe to create an immersive overlay of an ad experience.	PRV 62/375,228 US 15/677 259	8/15/2016 8/15/2017
Describes the technologies and methods that define our architecture for modular formats.	PRV 62/424,953 PATENTS 10,063,937 10,306,336	11/21/2016 11/7/2017
360 video ads in iframe. Unique engagement metrics based on what user viewed in 360 video.	PRV 62/474,549*	3/21/2017

“impact score” Sum of pixels viewed over time	PRV 62/552,901* US 16/119,819 US2 17/033,540	8/31/17 08/31/18 09/25/20
“static asset transformation” Extracting features from 300 x 250 static ad and transforming into multiple interactive formats. Preemptive remote generation + real-time generation at device.	US 15/872,688 US2 16/857,139	1/16/2018 04/23/20
“AI” Artificial intelligence methods for intelligently predicting user engagement with ads; leveraging engagement predictions to customize ads for certain outcomes (click-through, brand lift, etc.)	PRV 62/678,194* US 16/427,303 US2 16/933,799	5/30/2018 05/30/2019 06/20/20
“pinger” Data collection. In-stream aggregation of 200ms pings from ads on webpages (or in apps). In-stream transformation of pings into scroll events, time spent, impact score, viewability, etc.	PRV 62/694,419* US 16/504,201	7/5/2018 07/05/2019
"design: carousel advertising" (design patent)	PATENT D793,424 D793,424	12/13/2015 6/19/2017
"design: ticker advertisement" (design patent)	PATENT D810,754	3/10/2016
"design: stacked advertisement"	PATENT D785,643	3/9/2016
“cookie-less targeting + VCR”	PRV 62/984,224	03/04/2020
“pinhole”	PRV 63/040,694	06/18/2020
“OTT: over-the-top / connected TV”	PRV 63/040,477	06/17/2020

*This application has been abandoned.

EXHIBIT C**Trademarks**

Description	Registration/ Serial Number	Registration/ Application Date
YIELDMO	4,755,727	06/16/2015
YIELDMO (w/color)	4,461,377 (abandoned)	01/7/2014
SAVING THE WORLD FROM BAD MOBILE ADS	4,764,742	06/30/2015
EXPECT MORE FROM MOBILE ADVERTISING	4,901,514	02/16/2016
DATA BY DESIGN	5,507,870	07/03/2018
EMP	87/712,088 (abandoned)	12/07/2017
YM	5,652,995	01/15/2019
PINHOLE	90067186	07/22/2020
MAKING ATTENTION ACTIONABLE	90067137	07/22/2020
HYPERSCROLLER	90067073	07/22/2020
AEROS ATTENTION ANALYTICS	90067007	07/22/2020
PNGR INTELLIGENCE	90236192	10/05/2020
PNGR	90236135	10/05/2020
ZINE	90236112	10/05/2020
WINDOWPLAY	90236082	10/05/2020
TICKER	90236069	10/05/2020
PULL	90236041	10/05/2020
MEGASHOPPER	90236012	10/05/2020
MAINSTAGE	90232795	10/02/2020
FLEXPLAY	90232776	10/02/2020
FLEXCARD	90232755	10/02/2020
FLEXBANNER	90232737	10/02/2020
CAROUSEL	90232716	10/02/2020