

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644951

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION AGREEMENT		
<b>RESUBMIT DOCUMENT ID:</b>	900536307		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CANADIAN IMPERIAL BANK OF COMMERCE		01/08/2020	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BROADER MEDIA HOLDINGS, LLC		
<b>Street Address:</b>	125 West 55th Street, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4487278	AMPLET	
<b>Registration Number:</b>	4863744	UNIFIED SOCIAL	
<b>Serial Number:</b>	86910064	DATA, TOGETHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Ryan J. Harris		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	39767-056		
<b>NAME OF SUBMITTER:</b>	Ryan J. Harris		
<b>SIGNATURE:</b>	/Ryan J. Harris/		
<b>DATE SIGNED:</b>	05/06/2021		
<b>Total Attachments: 4</b>			

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS AGREEMENT made as of the 8th day of January, 2020.

**BETWEEN:**

**CANADIAN IMPERIAL BANK OF COMMERCE**, a chartered bank existing under the laws of Canada

(the "**Seller**")

**AND:**

**BROADER MEDIA HOLDINGS, LLC**, a Limited Liability Company existing under the laws of Delaware

(the "**Purchaser**")

**WHEREAS** the Seller, CANADIAN IMPERIAL BANK OF COMMERCE, and the Purchaser, BROADER MEDIA HOLDINGS, LLC, are parties to a loan sale agreement dated January 8, 2020, as the same may be amended or modified by the parties thereto (the "**Purchase Agreement**") pursuant to which the Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Seller the Subject Loans and Materials (as defined in the Purchase Agreement) and to assume all of Seller's obligations as a Lender under the Loan Documents (as defined in the Purchase Agreement), on the terms and subject to the conditions set out in the Purchase Agreement. Each of the parties to this Agreement shall be referred individually herein as a "Party" and collectively as the "Parties."

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the respective covenants, representations and warranties of the Parties to the Purchase Agreement contained in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Agreement have the meanings set out in the Purchase Agreement.
2. **Conveyance of Subject Loans and Materials.** Subject to and in accordance with the provisions of the Purchase Agreement, with effect as of the Closing Date, the Seller hereby absolutely and irrevocably sells, assigns, transfers, sets over and conveys to the Purchaser free and clear of all liens, all of the Seller's right (including rights of use), title and interest in and to the Subject Loans and Materials, which for certainty includes all security interests held by Seller, including in respect of intellectual property.
3. **Assignment and Assumption of Obligations.** Subject to and in accordance with the provisions of the Purchase Agreement, with effect as of the Closing Date, the Purchaser

hereby (a) accepts assignment and transfer of the Subject Loans and Materials, and (b) assumes in full and agrees to pay when due and be liable for, and perform and discharge in full all of the Seller's obligations as a Lender under the Loan Documents.

4. **Severability.** If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it will not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such covenant or agreement may be severed from this Agreement without affecting the remainder of this Agreement.

5. **Enurement.** This Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. **Governing Law.** This Agreement will in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the State of California and the State laws applicable in California.

7. **Counterparts.** This Agreement may be executed in separate counterparts and may be delivered originally or electronically, and each such counterpart will be deemed to be an original, all of which taken together will be deemed to constitute one and the same original document.

8. **Entire Agreement and Paramountcy.** This Agreement, the Purchase Agreement, the Loan and Security Agreement, and the other Loan Documents, contain the entire agreement of the Parties with regard to the assignment and assumption set forth herein. This Agreement is entered into pursuant to the terms of the Purchase Agreement and is not in derogation of any of the rights or obligations which the Parties have under the Purchase Agreement and is not intended to modify any rights, benefits or obligations of the Parties thereunder. To the extent there is a conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern. For the avoidance of doubt, any and all claims in respect of the matters in any such agreement shall be governed by, and solely in accordance with, the Purchase Agreement.

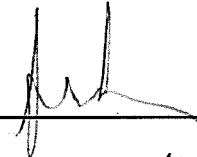
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IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the date first above written.

Witness:

**CANADIAN IMPERIAL BANK OF  
COMMERCE,**

Name: Imraa Premji

By:  \_\_\_\_\_

Name: mark vster

Title: MD

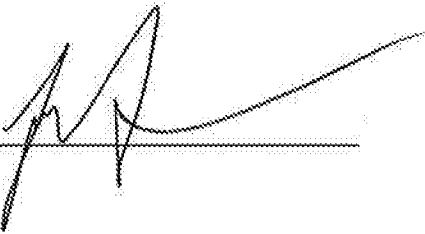
Authorized Signatory

*[Signature Page to the Assignment and Assumption Agreement for the Purchased Loan Assets]*

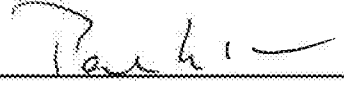
Witness:

BROADER MEDIA HOLDINGS, LLC

Name: \_\_\_\_\_



By: \_\_\_\_\_



Name: \_\_\_\_\_

PAUL MENICO

Title: \_\_\_\_\_

Executive V.C. President

*[Signature Page to the Assignment and Assumption Agreement for the Purchased Loan Assets]*

9574379v2

RECORDED: 05/07/2021

TRADEMARK  
REEL: 007275 FRAME: 0737