

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empirical Path, LLC		07/30/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as administrative agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90644407	EMPIRICAL PATH	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	480502-00045		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	07/30/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is executed as of July 30, 2021, by EMPIRICAL PATH, LLC, a Texas limited liability company (“**Grantor**”) for the benefit of CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement (as defined below)). Capitalized terms used but not defined herein shall have the meanings ascribed to them under the Credit Agreement.

RECITALS

A. PMG Worldwide, LLC, a Texas limited liability company (“**PMG**”), Momentum Solutions, LLC, a Texas limited liability company (“**Momentum**”), the other Credit Parties, Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement, dated as of July 1, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

B. PMG, Momentum, the other Credit Parties, and Agent have entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of July 1, 2021 (as amended, restated, or supplemented from time to time, the “**Guaranty and Security Agreement**”).

C. Momentum Operating, LLC, a Delaware limited liability company, Momentum Solutions II, LLC, a Texas limited liability company and Grantor are entering into that certain Joinder Agreement, dated as of the date hereof, pursuant to which Grantor will become a party to the Guaranty and Security Agreement and grant to Agent a first-priority lien and security interest in all of all or substantially all of its assets, including the IP Collateral (as defined below).

D. As a condition precedent to extending credit under the Credit Agreement, Agent requires that Grantor enter into this Agreement with Agent to further evidence Agent’s continuing security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Obligations, Grantor hereby collaterally assigns, pledges, and grants to Agent a continuing security interest in all of Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**IP Collateral**”), in each case wherever located and whether now owned or hereafter acquired, created, or existing:

- (1) all of its patents and patent applications and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto;
- (2) all of its trademarks, trademark applications and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on **Schedule 2** hereto, and all goodwill associated therewith or symbolized thereby;
- (3) all of its registered copyrights and copyright applications and copyright licenses to which it is a party, including those referred to on **Schedule 3** hereto;

- (4) all reissuances, continuations or extensions of the foregoing; and
- (5) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

SECTION 1. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest in and lien of Agent on the IP Collateral with the United States Trademark and Patent Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest in and lien granted to Agent under the Guaranty and Security Agreement. The Guaranty and Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 2. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 3. Relation to Credit Agreement. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 4. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. This Agreement may be signed and transmitted by facsimile, portable document format (PDF), or other electronic means, and shall have the same effect as manually-signed originals and shall be binding on the Grantor and Agent.

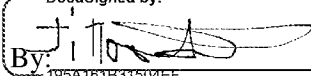
SECTION 5. Amendment and Restatement. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Agent have caused this Intellectual Property Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

GRANTOR:

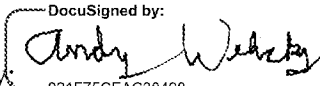
EMPIRICAL PATH, LLC

DocuSigned by:

By: _____
195A161B31504EF
Name: Gjorgi Popstefanov
Title: CEO, President and Secretary

Signature Page to Intellectual Property Security Agreement- Empirical Path

AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION

DocuSigned by:

By: _____
Name: Andy Welicky
Title: Authorized Signatory

Signature Page to Intellectual Property Security Agreement- Empirical Path

SCHEDULE 1

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES:

Patents

None.

Patent Applications

None.

SCHEDULE 2

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES:

Owner of Record	Trademark	Reg./App. No.	Reg./App. Date
Empirical Path, LLC	Empirical Path	90644407	4/14/21

SCHEDULE 3

COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT LICENSES:

None.

Schedule 3

4832-7642-4691V4

RECORDED: 07/30/2021

**TRADEMARK
REEL: 007376 FRAME: 0265**