

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOBILEFUSE LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	224 Airport Parkway		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5483748	SDKS ARE DEAD	
Registration Number:	5071803	ENHANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/06/2021		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 31, 2020 by and between **MOBILEFUSE LLC**, a Delaware limited liability company ("**Borrower**") and **HERITAGE BANK OF COMMERCE**, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of May 7, 2015 and as amended from time to time, including the Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof (and as may be further amended, modified and/or restated from time to time, the "**Loan Agreement**"). In connection therewith, the parties desire to amend and restate the Original Agreement in accordance with the terms set forth herein.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

This Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

To secure performance of Borrower's obligations under the Loan Agreement, Borrower grants to Bank a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the schedules to this Agreement to include any Intellectual Property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended schedules reflecting such new intellectual property.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

25 East 21st Street
10th Floor
New York, NY 10010
Attn: Ken Harlan

MOBILEFUSE LLC

By: 
Print Name: Ken Harlan
Title: Founder & CEO

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910
Attn: Mike Hansen/Karla Schrader

HERITAGE BANK OF COMMERCE

By: _____
Print Name: _____
Title: _____

TRADEMARK

REEL: 007381 FRAME: 0399

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

MOBILEFUSE LLC

25 East 21st Street
10th Floor
New York, NY 10010
Attn: Ken Harlan

By: _____

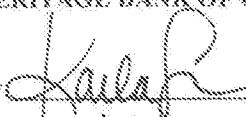
Print Name: _____

Title: _____

Address of Bank:

HERITAGE BANK OF COMMERCE

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910
Attn: Mike Hansen/Karla Schrader

By:  _____

Print Name: KARLA SCHRADER

Title: VP

SCHEDULE A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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SCHEDULE B

Patents

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
System and method for location-based advertisement delivery verification	16/285889	February 26, 2019
System and method for location-based advertisement delivery verification	17/236208	April 21, 2021
Method and system for modifying machine instructions within compiled software	10,310,831	June 4, 2019
Method and system for modifying machine instructions within compiled software	10,747,518	August 18, 2020

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Application Date / Registration Date</u>
RECEPTIVE MOMENTS		86792599	*
MINDSET MOMENTS	4973085	86793286	June 7, 2016
MINDSET TARGETING	4915683	86666109	March 8, 2016
MF MOBILEFUSE		86534416	*
MOBILEFUSE		86533793	*
SDKS ARE DEAD	5483748	87380271	June 05, 2018
ENHANCE	5071803	86893706	November 01, 2016

* — indicates dead, abandoned or cancelled trademark