

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adomni, Inc.		10/26/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newlight Capital LLC, as Servicer		
<b>Street Address:</b>	525 Middlefield Road, Suite 250		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4864374	ADOMNI	
<b>Registration Number:</b>	5911877	AM ADOMNI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>	6173417729		
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Gaysunas		
<b>Address Line 1:</b>	1 Federal St		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1726		
<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas		
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/		
<b>DATE SIGNED:</b>	10/26/2021		
<b>Total Attachments: 6</b>			
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is made by **ADOMNI, INC.**, a Delaware corporation (“Grantor”), and dated as of October 26, 2021, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of October 26, 2021 (as amended, restated, modified or supplemented from time to time, the “Intellectual Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantor’s pledge of its intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section

1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the "Licenses");
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

## 2. MISCELLANEOUS

- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantor shall promptly give to Servicer written notice of the creation or acquisition (and, in any within 15 days thereof) of any such item that is neither (A) Excluded Property nor (B) source code that is internally created by such Grantor in the ordinary course of business. For the avoidance of doubt, any item that is contemplated by clause (B) of the immediately preceding sentence shall be subject to the disclosure requirements set forth in Section 4.5 of the Disbursing Agreement. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer

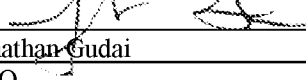
with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.

- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

**ADOMNI, INC.**, as Grantor

By:   
Name: Jonathan Gudai  
Title: CEO

ACCEPTED AND AGREED:

**NEWLIGHT CAPITAL LLC**, as Servicer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

**ADOMNI, INC.**, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED:

**NEWLIGHT CAPITAL LLC**, as Servicer

By: Kevin Wallace  
Name: Kevin Wallace  
Title: Vice President

**SCHEDULE A**  
**TO**  
**SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents & Patent Applications**

<b>Grantor</b>	<b>Application</b>	<b>Application</b>	<b>Title</b>	<b>Registration Number</b>
	<b>Number</b>	<b>Date</b>		
Adomni, Inc.	62/732,255	September 17, 2018	Online platform for out of home advertising	N/A
Adomni, Inc.	16/571571	September 16, 2019	Online platform for out of home advertising	N/A

**Trademark Registrations & Trademark Applications**

<b><u>Grantor</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Trademark</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
Adomni, Inc.	United States	ADOMNI	86443433	November 3, 2014	4864374	December 1, 2015
Adomni, Inc.	United States	AM ADOMNI	88072863	August 9, 2018	5911877	November 19, 2019

**Copyright Registrations & Copyright Applications**

None.

**Licenses**

None.

**Other**

All material unregistered copyrights of the Grantor, including to its Material Software.