

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WideOrbit LLC		03/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	155 Wellington Street West		
Internal Address:	8th Fl		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4374667	WIDEORBIT	
Serial Number:	90978929	ZINGX	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Nancy A. Zarazua/		
DATE SIGNED:	03/06/2023		
Total Attachments: 11			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WideOrbit LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 2, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada, as Agent

Street Address: 155 Wellington Street West, 8th Fl

City: Toronto

State: Ontario

Country: Canada Zip: M5V 3K7

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule B

B. Trademark Registration No.(s)

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 320 S. Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-5133

Docket Number: _____

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua, for Chapman and Cutler LLP
Signature

March 3, 2023
Date

Nancy A. Zarazua, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of March 2, 2023, is made by WideOrbit LLC, a Delaware limited liability company (together with its successors and permitted assigns, “*Grantor*”), in favor of Royal Bank of Canada (“*RBC*”), as administrative agent hereunder for the Secured Parties (as defined in the Credit Agreement (as defined in the Security Agreement referred to below)) (RBC acting as such administrative agent and any successor or successors to RBC acting in such capacity being hereinafter referred to as the “*Agent*”).

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of March 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Grantor and WideOrbit Inc., as US Loan Parties thereunder, and the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the other Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the other Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks or Service Marks*”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Credit Agreement) of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to principles of conflicts of law.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WIDEORBIT LLC, as Grantor

By 
Name: David Nyland
Title: President

ACCEPTED and ACKNOWLEDGED by:

ROYAL BANK OF CANADA, as Agent

By _____
Name:
Title:

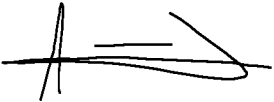
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WIDEORBIT LLC, as Grantor

By _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

ROYAL BANK OF CANADA, as Agent

By  _____
Name: Annie Lee
Title: Manager, Agency Services

Schedule A
to
Intellectual Property Security Agreement

PATENTS

Patent	Patent No. / App. Serial No.	Jurisdiction	Date Issued / Date Filed	Status	Registered Owner
CONTENT INJECTION SYSTEM AND METHODOLOGY	8381244 11985143	US	2/19/2013 11/13/2007	Issued	WideOrbit LLC
CONTENT INJECTION SYSTEM AND METHODOLOGY	9955189 13744129	US	4/24/2018 1/17/2013	Issued	WideOrbit LLC
CONTENT MANAGEMENT AND PROVISIONING SYSTEM	10986379 15580593	US	4/20/2021 12/7/2017	Granted	WideOrbit LLC
DEVICE FOR INDICATING DOWNLOADING OF DATA ITEMS	7412508 10569467	US	8/12/2008 10/12/2006	Granted	WideOrbit LLC
DYNAMIC CREATION, SELECTION, AND SCHEDULING OF RADIO FREQUENCY COMMUNICATIONS	7751804 10898011	US	7/6/2010 7/23/2004	Issued	WideOrbit LLC
LEADER AND FOLLOWER BROADCAST STATIONS	7826444 11735380	US	11/2/2010 4/13/2007	Issued	WideOrbit LLC
METHOD AND SYSTEM FOR DETECTING A MOBILE PAYMENT SYSTEM OR AN ELECTRONIC CARD IN AN ENVIRONMENT ASSOCIATED WITH A CONTENT PRESENTATION SYSTEM PRESENTING CONTENT	10412437 15791,918	US	9/10/2019 10/24/2017	Granted	WideOrbit LLC
Method And System For Detecting A User Device In An Environment Associated With A Content Presentation System Presenting Content	10602335 16030886	US	03/24/2020 7/10/2010	Granted	WideOrbit LLC
Method And System For Detecting A User Device In An Environment	10057746	US	8/21/2018	Granted	WideOrbit

Associated With A Content Presentation System Presenting Content	15352980		11/16/2016		LLC
METHOD FOR DETERMINING DEMAND AND PRICING OF ADVERTISING TIME IN THE MEDIA INDUSTRY	7343354 10217383	US	3/11/2008 8/12/2002	Granted	WideOrbit LLC
METHOD FOR OPTIMISING THE PLACEMENT OF AT LEAST TWO PIECES OF INFORMATION	8769402 13254248	US	7/1/2014 3/19/2012	Granted	WideOrbit LLC
MULTICAST SYSTEM WITH INTELLIGENT TARGETED SERVING FOR STREAMING CONTENT	20210306714 17264202	US	9/30/2021 1/28/2021	Published	WideOrbit LLC
Multi-station media controller	7889724 11735404	US	2/15/2011 4/13/2007	Issued	WideOrbit LLC
Sharing media content among families of broadcast stations	7925201 11735262	US	4/12/2011 4/13/2007	Issued	WideOrbit LLC
SYSTEMS AND METHODS TO DELIVER A PERSONALIZED MEDIACAST	8984094 13711984	US	3/17/2015 12/12/2012	Issued	WideOrbit LLC
SYSTEMS AND METHODS TO DELIVER A PERSONALIZED MEDIACAST WITH AN UNINTERRUPTED LEAD-IN PORTION	9743124 14485416	US	8/22/2017 9/12/2014	Issued	WideOrbit LLC
SYSTEMS AND METHODS TO DELIVER A PERSONALIZED MEDIACAST WITH AN UNINTERRUPTED LEAD-IN PORTION	10555022 15681094	US	2/4/2020 8/18/2017	Issued	WideOrbit LLC
SYSTEMS AND METHODS TO IDENTIFY VIDEO CONTENT TYPES	20220210496	US	6/30/2022	Granted	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES FOR AUDIENCE DELIVERY OPTIMIZATION	11093966 16143214	US	8/17/2021 9/26/2018	Granted	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES FOR AUTOMATED	20210049648	US	2/18/2021	Published	WideOrbit

AUCTION-BASED MARKETPLACE FOR CONTENT	16542603		8/16/2019		LLC
SYSTEMS, METHODS AND ARTICLES FOR BUY-SIDE OPTIMIZATION OF CONTENT PLACEMENT IN LINEAR MEDIACASTS	20200118160 16156869	US	4/16/2020 10/10/2018	Published	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES FOR SELL-SIDE OPTIMAZATION OF CONTENT PLACEMENT IN LINEAR MEDIACASTS	20200211056 16232734	US	12/26/2018 7/2/2020	Published	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES TO FACILITATE CROSS-CHANNEL PROGRAMMATIC PURCHASING OF ADVERTISING INVENTORY	11157968 15448228	US	10/26/2021 3/2/2017	Granted	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES TO FACILITATE INTEROPERABILITY BETWEEN ADVERTISING INVENTORY CHANNELS	20170098252 15279073	US	4/6/2017 9/28/2016	Published	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES TO FACILITATE SELLING OF ADVERTISING INVENTORY	11521241 15279069	US	12/6/2022 9/28/2016	Published	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES TO PROVIDE CONTENT IN NETWORKED ENVIRONMENT	9003443 13956020	US	4/7/2015 7/31/2013	Issued	WideOrbit LLC
SYSTEMS, METHODS AND ARTICLES TO PROVIDE CONTENT IN NETWORKED ENVIRONMENT	8996712 13744139	US	3/31/2015 1/17/2013	Issued	WideOrbit LLC
SYSTEMS, METHODS, AND ARTICLES FOR OPTIMIZING CLEARANCE OF CONTENT	20230023731 17858932	US	01/26/2023 07/06/2022	Published	WideOrbit LLC
TARGETED CONTENT BASED ON USER REACTIONS	11043230 15880265	US	6/22/2021 1/25/2018	Granted	WideOrbit LLC
VERIFYING AD REQUESTS	20200090213 16582974	US	9/25/2019 3/19/2020	Published	WideOrbit LLC

VERIFYING AD REQUESTS	10460340 14814963	US	10/29/2019 7/31/2015	Granted	WideOrbit LLC
VERIFYING AD REQUESTS	20220284469 17824755	US	9/8/2022 5/25/2022	Published	WideOrbit LLC

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Trademark	Trademark No. / App. Serial No.	Jurisdiction	Date Issued / Date Filed	Status	Registered Owner
WIDEORBIT	4374667	United States	07/30/2013	Registered	WideOrbit LLC

II. TRADEMARK APPLICATIONS

Trademark	App. Serial No.	Jurisdiction	Date Filed	Status	Registered Owner
ZINGX	90/978929	United States	06/16/2021	Pending	WideOrbit LLC

Schedule C
to
Intellectual Property Security Agreement

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None.