

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5035346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EL MEDIA HOLDINGS USA, LLC	07/03/2018
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 WALL STREET
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9699494
Application Number:	15638940
Application Number:	14554770
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>	
Email:	jbraibanti@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name:	JILL C. BRAIBANTI
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
Address Line 2:	1285 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	15116-037
NAME OF SUBMITTER:	JILL C. BRAIBANTI
SIGNATURE:	/Jill C. Braibanti/
DATE SIGNED:	07/03/2018
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of July 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by EL MEDIA HOLDINGS USA, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of July 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Grantor as borrower, the guarantors from time to time party thereto, the several banks and other lenders from time to time party thereto (the "**Lenders**") and the Agent, the Lenders have severally agreed to extend credit to the Grantor (in its capacity as Borrower), subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor and the other grantors party to the Security Agreement (as defined below) have executed and delivered that certain Security Agreement dated as of July 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Agent, pursuant to which the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to certain intellectual property;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Agreement for recording and filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement (as applicable). The rules of construction specified in Section 1.2 of the Credit Agreement are hereby incorporated herein by reference as if fully set forth herein.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, and liens on, all of Grantor's right, title or interest in or to any and all of the patent registrations and patent applications set forth in Schedule I attached hereto (the "**Patents**").

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Patents are more fully set forth

in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Recordation.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement.

SECTION 5. **Governing Law.** This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California (without reference to its choice of law rules).

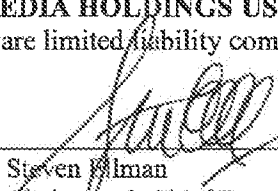
SECTION 6. **Execution In Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. **Severability.** In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which shall be as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
by its duly authorized representative as of the date first written above

EL MEDIA HOLDINGS USA, LLC, a
Delaware limited liability company

By: 
Name: Steven Milman
Title: Chairman & Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046260 FRAME: 0769

Schedule I

PATENTS

Registrations:

Description	Application No.	Application Date	Patent No.	Registration Date
Multiple Contact and/or Sense Promotional Systems and Methods	14334856	07-18-2014	9699494	07-04-2017

Applications:

Description	Application No.	Application Date	Patent No.	Registration Date
Multiple Contact and/or Sense Promotional Systems and Methods	15638940	06-30-2017	N/A	N/A
Coordinated Virtual Presences	14554770	11-26-2014	N/A	N/A