

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6577604

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HORIZON TECHNOLOGY CORPORATION	10/17/2019
RECEIVING PARTY DATA		
Name:	ZETA GLOBAL CORP.	
Street Address:	3 PARK AVE, 33RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10016	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	7593686	
Patent Number:	8005715	
Application Number:	14178708	
Application Number:	14721177	
Application Number:	14887600	
Application Number:	15059645	
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:	6462762697	
Email:	cosnato@zetaglobal.com	
Correspondent Name:	CANDICE OSNATO	
Address Line 1:	3 PARK AVE, 33RD FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10016	
NAME OF SUBMITTER:	CANDICE HEBDEN OSNATO	
SIGNATURE:	/candicehebdenosnato/	
DATE SIGNED:	03/01/2021	
Total Attachments: 6		
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CONSENT AGREEMENT

THIS CONSENT AGREEMENT (this “**Consent**”), dated as of October 17, 2019, is made by and among Horizon Credit II LLC (“**HCII**”) as assignee of Horizon Technology Finance Corporation (“**Horizon**”), Horizon Funding Trust 2019-1, as assignee of Horizon (“**HFT**”) and, collectively with Horizon and HCII, “**Lender**”) and Horizon as collateral agent (in such capacity, the “**Collateral Agent**”) and IgnitionOne, Inc. (“**Borrower**”).

WITNESSETH:

WHEREAS, the Borrower has entered into that certain Venture Loan and Security Agreement, dated as of March 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement) with Netmining LLC, as co-borrower, and Lender, pursuant to which (i) Horizon provided Borrower with (a) a term loan in the original principal amount of [REDACTED] (“**Loan A**”), which Loan A is evidenced by a certain Amended and Restated Secured Promissory Note (Loan A) dated as of May 1, 2019 and a certain Second Amended and Restated Secured Promissory Note (Loan A) dated as of August 1, 2019, in the original principal amount of [REDACTED], (b) a term loan in the original principal amount of [REDACTED] (“**Loan B**”), which Loan B is evidenced by a certain Amended and Restated Secured Promissory Note (Loan B) dated as of May 1, 2019 and a certain Second Amended and Restated Secured Promissory Note (Loan B) dated as of August 1, 2019, in the original principal amount of [REDACTED], (c) a term loan in the original principal amount of [REDACTED] (“**Loan C**”), which Loan C is evidenced by a certain Amended and Restated Secured Promissory Note (Loan C) dated as of May 1, 2019 and a certain Second Amended and Restated Secured Promissory Note (Loan C) dated as of August 1, 2019, in the original principal amount of [REDACTED], (d) a term loan in the original principal amount of [REDACTED] (“**Loan D**”) and collectively with Loan A, Loan B and Loan C, the “**Loans**”), which Loan D is evidenced by a certain Amended and Restated Secured Promissory Note (Loan D) dated as of May 1, 2019 and a certain Second Amended and Restated Secured Promissory Note (Loan D) dated as of August 1, 2019, in the original principal amount of [REDACTED] and (ii) Lender and Collateral Agent have been granted a security interest in all assets of Borrower, including Intellectual Property;

WHEREAS, on or about March 31, 2017, Horizon assigned all of its right, title and interest in and to the Loans to HCII;

WHEREAS, on or about August 13, 2019, HCII assigned all of its right, title and interest in and to Loan A and Loan B to Horizon;

WHEREAS, on or about August 13, 2019, Horizon assigned all of its right, title and interest in Loan A and Loan B to Horizon 2019-1 LLC;

WHEREAS, on or about August 13, 2019, Horizon 2019-1 LLC assigned all of its right, title and interest in Loan A and Loan B to Horizon Funding Trust 2019-1; and

WHEREAS, the Borrower has requested from Lender, and Lender has agreed, subject to the terms and conditions provided herein, to a certain consent with respect to the Loan Agreement as more fully described herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. **Consent.** Borrower intends to close the sale of certain of Borrower's assets pursuant to the terms of that certain Amended and Restated Asset Purchase Agreement (the "**A&R APA**") among Borrower, Zeta Global Holdings Corp. and Zio Acquisition Corp., of which a fully executed copy is attached hereto as Exhibit A (the "**Zeta ESP Transaction**"). Pursuant to and in accordance with Section 12.4 of the Loan Agreement, the Lender hereby consents to the Zeta ESP Transaction. Effective immediately upon consummation of the Zeta ESP Transaction, Lender hereby agrees that all security interests, mortgages, liens, pledges, charges and other encumbrances on the Purchased ESP Assets (as defined in the A&R APA) in favor of the Lender shall be automatically released with no further action on the part of the Borrower or the Lender. The Lender agrees to do such other acts and things, all as the Borrower or its designees may from time to time reasonably request, to terminate Lender's security interest in the Purchased ESP Assets.

2. **Conditions to Effectiveness.** Lender's consent and agreement herein is expressly conditioned on the following:

- (a) Lender's receipt of a duly executed copy of this Consent from Borrower;
- (b) Lender's receipt of evidence reasonably satisfactory to Lender that the Zeta ESP Transaction has closed.
- (c) Each of the representations and warranties made in this Consent shall be true and correct in all material respects on and as of the date hereof as if made on and as of such date, both before and after giving effect to this Consent, provided, however, that such materiality qualifier shall not be applicable to any representation or warranty that is already qualified or modified by materiality in the text thereof

3. **Representations and Warranties.**

The Borrower hereby represents and warrants to Lender as follows as of the date hereof:

- (a) At and as of the date of this Consent after giving effect to this Consent and the consents and amendments contained herein, each of the representations and warranties contained in the Loan Agreement is true and correct in all material respects (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date).

(b) Borrower has all necessary power and authority to execute, deliver, and perform this Consent in accordance with the terms thereof. Borrower has all requisite power and authority to own and operate its Property and to carry on its businesses as now conducted.

(c) At and as of the date of Consent Agreement, after giving effect to this Consent and the consents and amendments contained herein, no Default or Event of Default has occurred under the Loan Agreement or the other Loan Documents.

4. **Provisions of General Application.**

(a) Effect of this Consent. Except as expressly amended, modified or waived pursuant hereto, no other amendments, modifications or waivers to the Loan Agreement are intended or implied to constitute the consent of Lender to any other transaction or the waiver by Lender of any Event of Default. No other amendments or modifications to the Loan Agreement are intended or implied and in all other respects the Loan Agreement and the related documentation is hereby specifically ratified, restated and confirmed by all parties hereto as of the date hereof. To the extent of conflict between the terms of this Consent and the Loan Agreement, the terms of this Consent shall control.

(b) Compliance. Lender hereby notifies the Borrower that, effective from and after the date of this Consent, Lender, unless expressly amended, modified or waived, intends to enforce all of the provisions of the Loan Agreement and that Lender expects that the Borrower will comply in all respects with the terms of the Loan Agreement from and after this date.

(c) Binding Effect. This Consent shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

(d) Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to conflicts of law rules.

(e) Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Consent. Receipt by telecopy or other electronic transmission (including “.pdf”) of any executed signature page to this Consent shall constitute effective delivery of such signature page.

(f) Entire Agreement. This Consent and the Loan Documents contain the entire agreement between the parties with respect to the subject matter hereof, and supersedes every course of dealing, other conduct, oral agreement or representation previously made by Lender. In the event that any court of competent jurisdiction shall determine that any provision, or portion thereof, contained in this Consent shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and the remaining provisions of this Consent shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Consent to be duly executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

IGNITIONONE, INC.

as Borrower

By: 
Name: William Margiloff
Title: Chief Executive Officer

LENDERS:

HORIZON CREDIT II LLC

By: Robert D. Pomeroy, Jr.

Name: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

HORIZON FUNDING TRUST 2019-1

By: Horizon Technology Finance
Corporation, its agent


By: Robert D. Pomeroy, Jr.

Name: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE
CORPORATION

By: 
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer