

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6578611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
PNC BANK, NATIONAL ASSOCIATION	02/02/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	ZETA GLOBAL CORP.
<b>Street Address:</b>	3 PARK AVE, 33RD FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016

**PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	7966564
Patent Number:	8296176
Patent Number:	10204358
Application Number:	14272002
Patent Number:	9351134
Patent Number:	9769633
Application Number:	62294704
Application Number:	62294689
Application Number:	62157342
Application Number:	15157342
Application Number:	14166661
Application Number:	62336514
Application Number:	61832660
Application Number:	61874864
PCT Number:	US2014054348
PCT Number:	US2016019582

**CORRESPONDENCE DATA**

Fax Number:

*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.*

**PATENT**

**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:** 03/02/2021

**Total Attachments: 16**

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**PNC BANK, NATIONAL ASSOCIATION**

1 Garret Mountain Plaza  
Woodland Park, NJ 07424

February 2, 2021

Zeta Global Corp.  
3 Park Avenue, 33<sup>rd</sup> Floor  
New York, NY 10016  
Attention: Chief Financial Officer and General Counsel

Re: Payoff Letter

Ladies and Gentlemen:

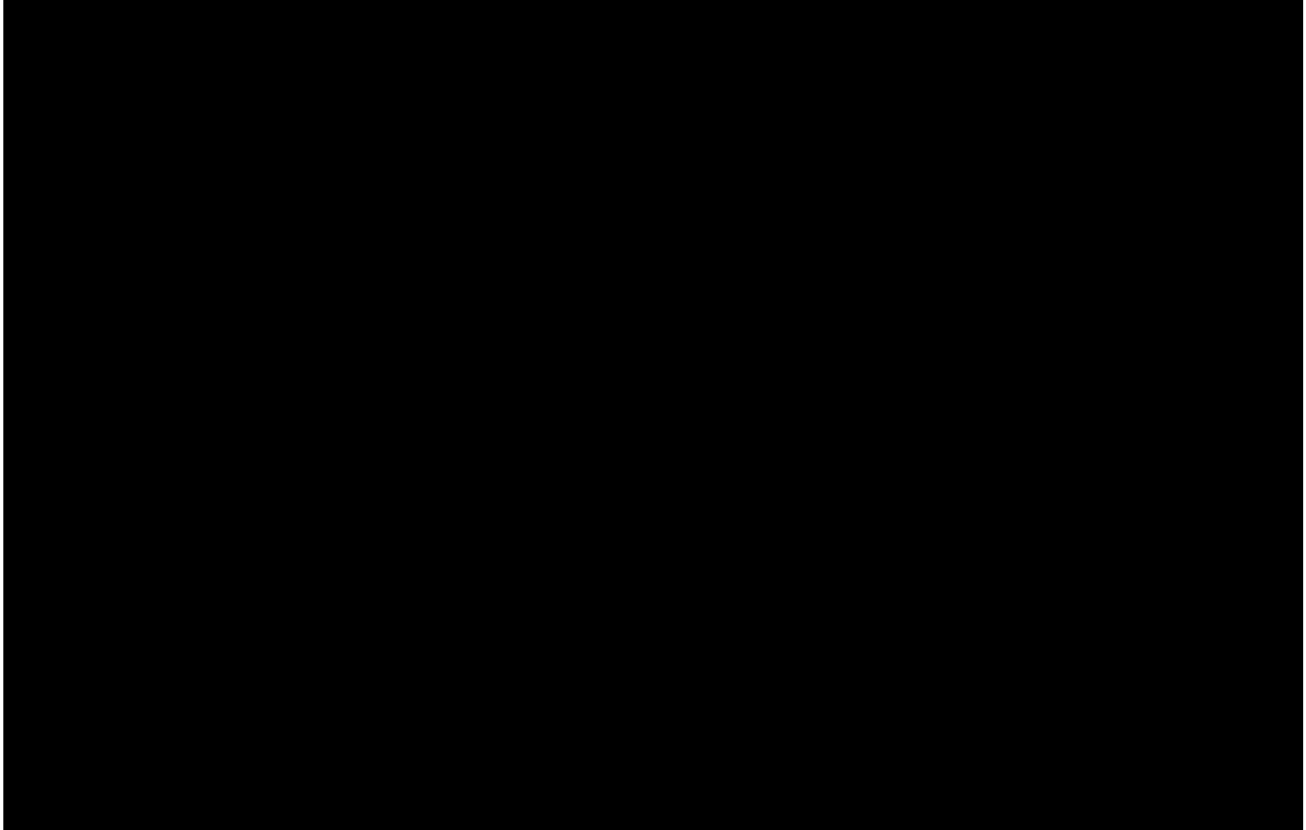
Reference hereby is made to that certain Revolving Credit, Guaranty and Security Agreement dated July 29, 2016 as it may heretofore have been and hereafter be amended, modified, renewed, extended, restated, replaced, or substituted from time to time, the "Credit Agreement") by and among ZETA GLOBAL CORP. (formerly known as ZETA INTERACTIVE CORP.), a Delaware corporation (the "Company") and each other Subsidiary of Affiliate of Company party to the Credit Agreement as a borrower (together with Company and each other Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), ZETA GLOBAL HOLDINGS CORP. (formerly known as ZETA INTERACTIVE HOLDINGS CORP.), a Delaware corporation ("Holdings") and each other Subsidiary of Holdings party to the Credit Agreement as a guarantor (together with Holdings and each other Person joined to the Credit Agreement as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor", and together with Borrowers, collectively the "Credit Parties" and each a "Credit Party"), the Lenders party to the Credit Agreement, and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent"), pursuant to which Agent and Lenders established certain financing arrangements with Borrowers. Terms which are capitalized but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Credit Parties have informed Agent that on February 3, 2020 (the "Expected Payoff Date"), Credit Parties desire to (i) terminate the Credit Agreement and the Other Documents (collectively, the "Credit Documents") and (ii) satisfy in full all of the loans, liabilities, Indebtedness and other Obligations of the Credit Parties to the Secured Parties under and in respect of, and otherwise secured by, the Credit Documents (excluding any Obligations of Credit Parties under any applicable provisions of the Credit Agreement that survive termination of the respective Credit Documents by the express terms of such respective Credit Documents) (all collectively, the "Absolute Obligations").

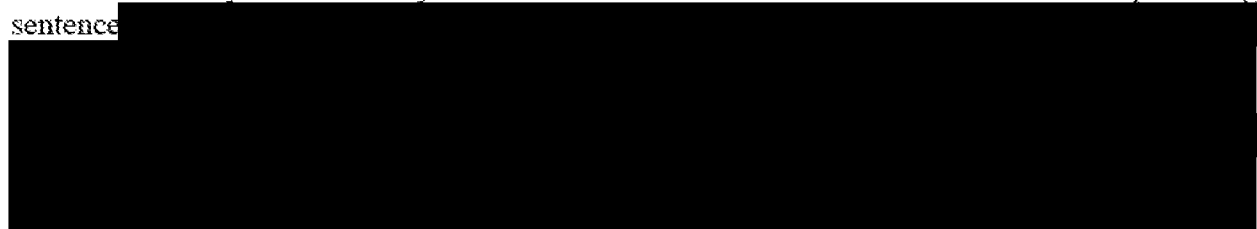
Borrowers have advised Agent that satisfaction of the Absolute Obligations is expected to be effected by the wire transfer from and/or on behalf of Borrowers of immediately available funds in an amount sufficient to satisfy the full amount of the Absolute Obligations on the Expected


Payoff Date. This letter agreement constitutes our statement of the amount required in order for the Borrowers to pay the Absolute Obligations in full on the Expected Payoff Date.

1. This letter agreement confirms that, as of the Expected Payoff Date, the Borrowers shall owe the following with respect to the Absolute Obligations:

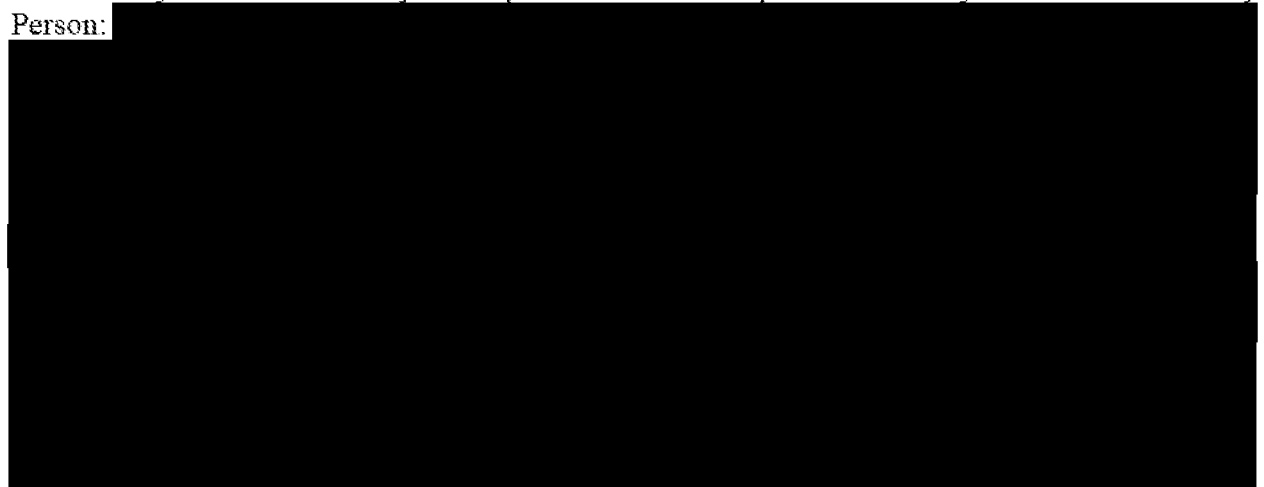


The Total Payoff Sum must be received by the applicable parties set forth on Annex I hereto in immediately available funds pursuant to the applicable wire instructions set forth on Annex I hereto prior to 3:00 PM Eastern Time on the Expected Payoff Date to be deemed received on the Expected Payoff Date (or by 3:00 PM Eastern Time on any other Business Day to be deemed received on such Business Day); to the extent the Total Payoff Sum is received by the applicable parties set forth on Annex I pursuant to the applicable wire instructions set forth on Annex I hereto after 3:00 PM Eastern Time on the Expected Payoff Date (or after 3:00 PM Eastern Time on any other Business Day), such Total Payoff Sum shall be deemed received by Agent on the next Business Day immediately following such date of receipt. To the extent the Total Payoff Sum is not received on the Expected Payoff Date (as determined in accordance with the preceding sentence), the Total Payoff Sum shall be increased for each day thereafter through and including the Business Day the Total Payoff Sum is deemed received in accordance with the preceding sentence





2. Upon (i) execution and delivery of this letter agreement by all parties hereto including Credit Parties, and (ii) payment in full and receipt of the aggregate Total Payoff Sum (calculated as of and through the applicable date of receipt thereof as determined in accordance with the terms hereof) in immediately available funds by the applicable parties set forth on Annex I pursuant to the applicable wire instructions set forth on Annex I hereto, (the preceding conditions, the "Payoff Conditions"), then, in each case under the following clauses (1) through (5) immediately and automatically thereupon without the requirement of any further action of any Person:



(4) all security interests, encumbrances, charges and other Liens of whatever nature on any and all properties and assets of the Credit Parties, whether personal, real or mixed, tangible or intangible (other than the L/C Cash Collateral), created, granted or arising under any Credit Document shall be irrevocably released, terminated, and cancelled, and (5) Credit Parties, and Credit Parties' designees and attorneys, shall be automatically authorized, at the sole expense of Credit Parties, to (x) file UCC-3 termination amendments in the applicable jurisdictions terminating the UCC-1 financing statements described on Annex II attached hereto, (y) file and record with the United States Patent and Trademark Office and/or the Copyright Office of the United States Library of Congress any intellectual property lien terminations executed and delivered by Agent in accordance with the following paragraph, and (z) file, record and/or deliver to third parties any other deeds of release or other instruments or documents to evidence the release of Liens and/or satisfaction of the Absolute Obligations that are executed and delivered by Agent

in accordance with the following paragraph.

[REDACTED]

[REDACTED]

For the avoidance of any doubt, the Payoff Effective Time shall occur immediately and automatically upon the satisfaction of all of the Payoff Conditions, even if the Payoff Conditions are satisfied on any given Business Day at a time later than 3:00 PM Eastern Time (provided, however, that in any such case where the Payoff Conditions are satisfied after 3:00 PM Eastern Time on any given Business Day, the applicable per diem amount(s) must be included in the

remittance of the Total Payoff Sum in accordance with the final paragraph of Section 1 hereof in order for the Payoff Conditions to be fully satisfied).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



4. Each Credit Party:

(a) acknowledges and agrees that the entire Total Payoff Sum and all Obligations included therein (whether representing outstanding principal, accrued and unpaid interest, accrued and unpaid fees or any other Obligations of any kind or nature) currently owing by Credit Parties under the Credit Documents, as reflected in the books and records of Secured Parties as of the date hereof, are unconditionally owing from and payable by Credit Parties, and Credit Parties are jointly and severally indebted to Secured Parties with respect thereto, all without any set-off, deduction, counterclaim or defense. Each Credit Party acknowledges and agrees that it has no actual or potential claim or cause of action against any Secured Party relating to the Credit Agreement or any Other Document and/or the Obligations arising thereunder or related thereto, in any such case arising on or before the date hereof; and

(b) hereby (x) waives and releases and forever discharges each Secured Party, and the respective past, present and future officers, directors, attorneys, agents, professionals and employees of each Secured Party (all collectively the "Released Parties") from any and all debts, obligations, liabilities, actions, suits, demands, proceedings, claims, counterclaims, causes of action, attorneys' fees, damages, losses, costs, or expenses of any kind or nature whatsoever (and from any and all liability for any such debts, obligations, liabilities, actions, suits, demands, proceedings, claims, counterclaims and causes of action, including any such actions, suits, demands, claims, counterclaims and causes of action for attorneys' fees, damages, proceedings, losses, costs or expenses of any kind), in each case whether known or unknown, contingent or fixed, direct or in direct, and whether arising at law or in equity and whether arising under contract, tort, statute, or otherwise, that it heretofore had or may have had, now has or may have, or hereafter has or may have against any one or more of the Released Parties (but in each such case only to the extent arising out of events or circumstances that occurred or existed, or which are occurring and/or existing, on or prior to the date hereof) arising out of or in connection with or relating to (i) the Credit Agreement, (ii) the other Credit Documents, (iii) the credit facilities made available to Credit Parties under the Credit Agreement and any and all Revolving Advances made

or Letters of Credit issued through the date hereof and/or any other Obligations heretofore arising and/or now outstanding under the Credit Agreement or any other Credit Document, (iv) any transactions related to any of the foregoing, or contemplated by the Credit Document (including this letter agreement) and/or (v) any other action (or failure to act) taken (or, as applicable, not taken or taken only after any delay or satisfaction of any conditions) by any of the Released Parties in connection with any of the foregoing, or as contemplated by the Credit Documents (including this letter agreement), or in connection with the negotiation or administration of the Credit Documents (including this letter agreement) and the credit facilities made available to Borrowers thereunder, and (y) agrees that all waivers and releases made by Credit Parties pursuant to this paragraph are made in consideration of the agreements of Agent, on behalf of itself and Secured Parties, set forth in this letter agreement, and to induce Agent, on behalf of itself and Secured Parties, to enter into this letter agreement; provided however, that nothing herein shall be given effect so as to excuse any Released Party from complying with its obligations under this letter agreement at any time.

■ [REDACTED]

[REDACTED]

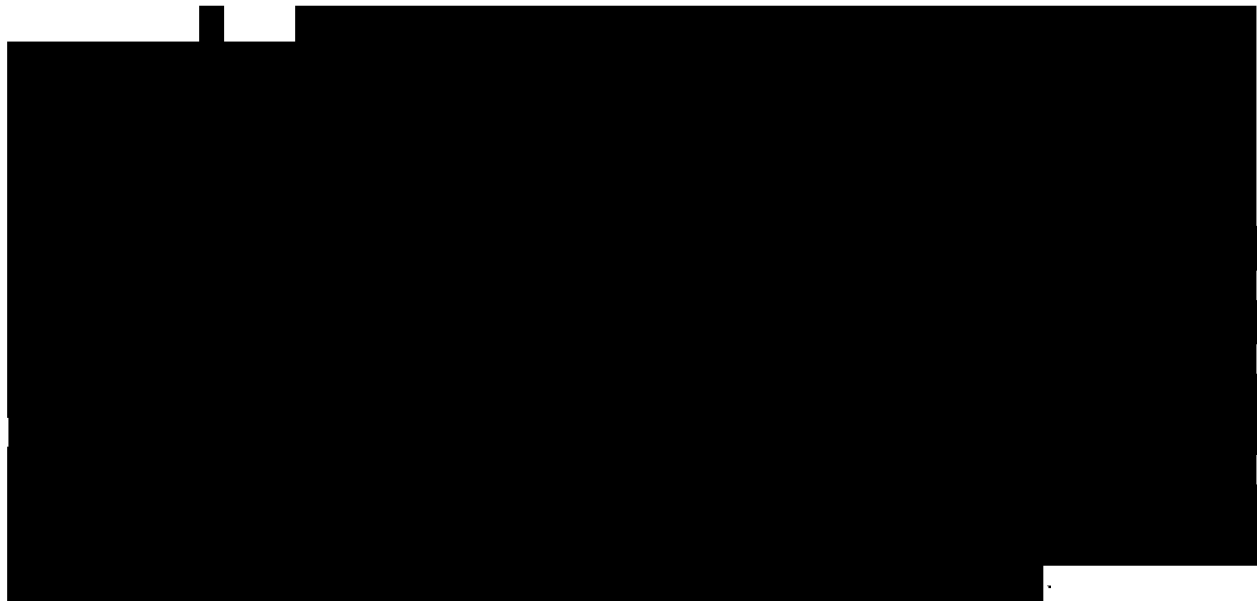
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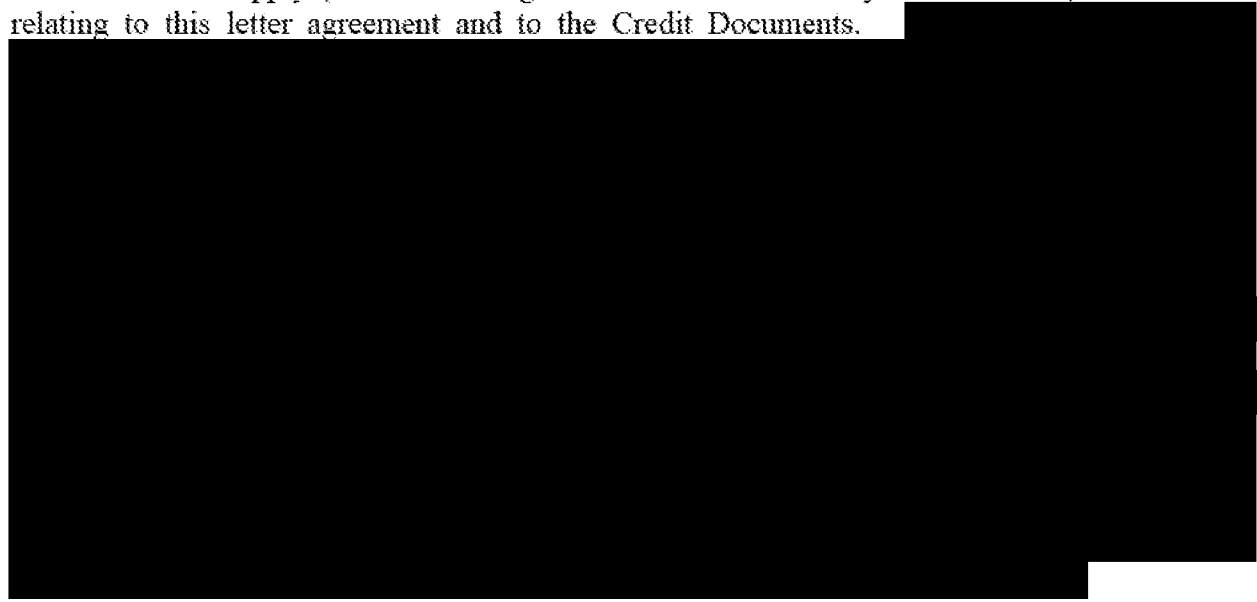
[REDACTED]

[REDACTED]

[REDACTED]



7. This letter agreement and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law, or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. This letter agreement and the provisions hereof shall be effective upon the execution and delivery hereof by all parties hereto and thereupon and thereafter shall be binding upon and inure to the benefit of Credit Parties, Agent, each Lender, all Secured Parties and their respective successors and assigns. The provisions of Sections 16.1 and 16.11 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*, and, notwithstanding anything to the contrary provided for herein shall continue to apply (notwithstanding the occurrence of the Payoff Conditions) to all matters relating to this letter agreement and to the Credit Documents.

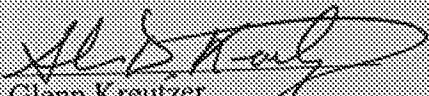


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IN WITNESS WHEREOF, the parties hereto have executed and delivered this letter agreement  
as of the date first set forth above

Very truly yours,

**PNC BANK, NATIONAL ASSOCIATION,**  
As Agent

By:   
Name: Glenn Kreutzer  
Title: Senior Vice President

[Signature Page to Zeta/PNC Payoff Agreement]

AGREED TO AND ACCEPTED:

**BORROWERS:**

**ZETA GLOBAL CORP.**

a Delaware corporation

By: 

Name: Steven Vine

Title: Executive Vice President and General Counsel

**ZETA GLOBAL, LLC**

a Delaware limited liability corporation

**ZETA ACTIONS, LLC (formerly known as SPIRE VISION, LLC)**

a Delaware limited liability company

**ACXIOM DIGITAL, INC.,**

a Delaware limited liability company

**ACXIOM DIRECT, INC.,**

a Tennessee limited liability company

By: 

Name: Steven Vine

Title: Vice President and Secretary

**ZETAXCHANGE, LLC**

a Delaware limited liability corporation

**SPIRE VISION HOLDINGS, INC.**

a Delaware corporation

**ZBT ACQUISITION CORP.,**

a Delaware corporation

**DISQUS, INC.,**

a Delaware corporation

**COMPASS MEDIA CORP.,**

a Delaware corporation

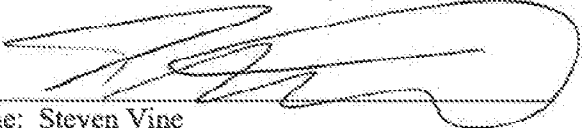
By: 

Name: Steven Vine

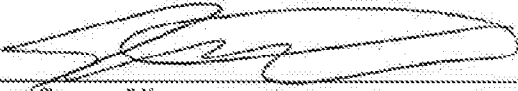
Title: Secretary

[Signature Page to Zeta/PNC Payoff Agreement]

**ORIGIN INTERACTIVE GROUP, LLC,**  
a Delaware limited liability company

By:   
Name: Steven Vine  
Title: President and Secretary

**LEVELOCITY, LLC,**  
a Delaware limited liability company

By:   
Name: Steven Vine  
Title: President

[Signature Page to Zeta/PNC Payoff Agreement]

**PATENT**  
**REEL: 055458 FRAME: 0098**

**GUARANTORS:**

**ZETA GLOBAL HOLDINGS CORP.**, a Delaware corporation

By: 

Name: Steven Vine

Title: Executive Vice President and Secretary

**AMARANTH TECHNOLOGY, LLC**,  
a Delaware limited liability company

**BRINK MARKETING SERVICES, LLC**,  
a Delaware limited liability company

**BRITEMOON, LLC**,  
a Delaware limited liability company

**CAVALRY ENTERTAINMENT, LLC**,  
a Delaware limited liability company

**CLICK TACTICS, LLC**,  
a Delaware limited liability company

**DEGREES MEDIA, LLC**,  
a Delaware limited liability company

**DMC MEDIA GROUP, LLC**,  
a Delaware limited liability company

**EANIX NETWORKS, LLC**,  
a Delaware limited liability company

**EDUCATION PUBLISHERS HOLDINGS, LLC**,  
a Delaware limited liability company

**ELA MARKETING, LLC**,  
a Delaware limited liability company

**EMPIRICAL NETWORKS, LLC**,  
a Delaware limited liability company

**EXCELSIOR NETWORKS, LLC**,  
a Delaware limited liability company

**GRASSLAND MEDIA GROUP, LLC**,  
a Delaware limited liability company

By: 

Name: Steven Vine

Title: President

[Signature Page to Zeta/PNC Payoff Agreement]



**CARIDAN MARKETING LABS, INC.,**  
a Delaware corporation

**CLICKSQUARED, INC.,**  
a Delaware corporation

**CT HOLDING CORPORATION,**  
a Delaware corporation


**ORION CONTENT MANAGEMENT, LLC,**  
a Delaware limited liability company

**TITANIUM MEDIA, LLC,**  
a Delaware limited liability company

**ZETA IMPACT INC.**  
a Delaware corporation


**ZETA INTERACTIVE GLOBAL EDUCATION  
CORP.,** a Delaware corporation

**ZETA CRM, INC.,**  
a Delaware corporation

By:   
Name: Steven Vine  
Title: Vice President and Secretary

**EDUCATION LINK, LLC,**  
a Delaware limited liability company

**ORCHID INTERNATIONAL, LLC,**  
a Delaware limited liability company

By:   
Name: Steven Vine  
Title: President and Secretary

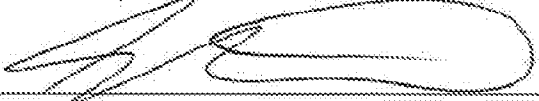
[Signature Page to Zeta/PNC Payoff Agreement]

**QUOTIENT MARKETING SERVICES, LLC,**  
a Delaware limited liability company

**SILVER MEDIA NETWORK, LLC,**  
a Delaware limited liability company

**SONOMA MEDIA, LLC,**  
a Delaware limited liability company

**ZRM ACQUISITION CORP.,**  
a Delaware corporation

By:   
Name: Steven Vine  
Title: Secretary

[Signature Page to Zeta/PNC Payoff Agreement]