

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7194496

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SILICON VALLEY BANK	02/13/2020
RECEIVING PARTY DATA		
Name:	DSTILLERY, INC.	
Street Address:	470 PARK AVE SOUTH	
Internal Address:	ATTN: LEE WESTERFIELD	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
Name:	ESM ACQUISITION II, LLC	
Street Address:	37 EAST 18TH ST., 9TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10003	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Patent Number:	9053436	
Patent Number:	9014717	
Patent Number:	8719934	
Application Number:	12191412	
Application Number:	12700728	
Application Number:	13945158	
Application Number:	13973405	
Application Number:	13850099	
Application Number:	13906006	
Application Number:	14209453	
Application Number:	13830495	
Application Number:	14043610	
Application Number:	14572418	
Application Number:	13492569	

Property Type	Number
Application Number:	15149505
Application Number:	14733299
Application Number:	15042697
Application Number:	15412810
Application Number:	13906016
Application Number:	14691442
Application Number:	14271163
Patent Number:	9118563
Patent Number:	9179264
Patent Number:	9306958
Application Number:	12118216

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.

Phone: 616.742.3945

Email: hkooy@btlaw.com

Correspondent Name: BARNES & THORNBURG LLP

Address Line 1: 655 WEST BROADWAY

Address Line 2: ATTN: HILLARY KOOY

Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	67288.97
NAME OF SUBMITTER:	HILLARY KOOY
SIGNATURE:	/Hillary Kooy/
DATE SIGNED:	02/25/2022

Total Attachments: 9

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of February 13, 2020, is authorized by **SILICON VALLEY BANK** ("Bank"), and in favor of (i) **DSTILLERY INC.**, a Delaware corporation, and (ii) **ESM ACQUISITION II, LLC**, a Delaware limited liability company (each and together, jointly and severally, "Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the IP Security Agreement (defined below) and if not defined therein, shall have the respective meanings given thereto in the Loan Agreement (defined below).

RECITALS

- A. WHEREAS, Grantor and Bank entered into that certain Loan and Security Agreement dated as of April 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").
- B. WHEREAS, pursuant to the terms of the Loan Agreement, Grantor executed and delivered to the Bank that certain Intellectual Property Security Agreement, dated as of April 12, 2017 (the "IP Security Agreement"), pursuant to which Grantor granted to Bank a security interest in all of its right, title and interest in, to and under its Intellectual Property Collateral. (The IP Security Agreement amended and restated in its entirety that certain Intellectual Property Security Agreement dated as of March 28, 2014 between Grantor and Bank, the "Former Agreement").
- C. WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on April 14, 2017 at Reel/Frame 6033/0520 and the Former Agreement at Reel/Frame 5247/0558, to evidence the security interest granted under the IP Security Agreement.
- D. WHEREAS, the IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on April 14, 2017 at Reel/Frame 042010/0029 and the Former Agreement at Reel/Frame 32562/268, to evidence the security interest granted under the IP Security Agreement.
- E. WHEREAS, as of the date hereof, all of the obligations secured by the security interest granted under the IP Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, Bank agrees to terminate and release its security interest in all of its right, title and interest in and to the Intellectual Property Collateral.

AGREEMENT

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

- 1. The IP Security Agreement is hereby terminated and of no further force and effect.
- 2. Bank hereby expressly discharges, terminates and releases its security interest in all right, title and interest of Grantor in, to and under the Intellectual Property Collateral granted pursuant to the IP Security Agreement, including without limitation those trademarks set forth in Exhibit A and those patents set forth in Exhibit B attached hereto. The undersigned hereby transfers and assigns to the Grantor any and all right, title and interest that the Bank may have obtained in, to and under the Intellectual Property Collateral under the Guaranty Documents and the IP Security Agreement.
- 3. Bank represents and warrants that it has the full power and authority to execute this Termination.

4. Bank hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office and/or any other applicable governmental office or agency at the Grantor's sole cost and expense.

5. Bank hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or desirable to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

IN WITNESS WHEREOF, Bank has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY:

SILICON VALLEY BANK

*See Pay-off Letter dated February 13, 2020,
attached hereto.*

By: _____

Name: Jocelyn Bartmann

Title: Director



Silicon Valley Bank

February 13, 2020

Dstillery, Inc.
470 Park Ave S 6th Fl
New York, NY 10016
Attn: Dinara Shamayeva

Re: Pay-Off Letter

Dear Dinara Shamayeva :

We refer to the Loan and Security Agreement dated as of April 12, 2017 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Dstillery, Inc., a ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of February 14, 2020 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$	3,908,003.58
Letter of Credit	\$	1,794,860.50
Interest	\$	10,156.83
Termination Fee	\$	75,000.00
Forbearance Fee	\$	7,500.00
Total Amount Owning	\$	5,795,520.91

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$787.03. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121140399
Account No. 3301006636
Reference: DSTILLERY, INC.- LOAN PAYOFF

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

Borrower has granted to Bank a security interest in deposit account number(s) 3302804561 held, maintained, or managed through Bank (each of which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from any such account or otherwise dispose of the funds therein, and (b) place any liens on any such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance related to such Bank Services Obligations. Notwithstanding anything to the contrary in this Pay-Off Letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Bank's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. Such Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon the latter to occur of the payment in full in cash of the Bank Services Obligations or the termination of Bank's obligation under each Bank Services Agreement to make credit available to or on behalf of Borrower.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore other than in the Cash Collateral. Except with respect to any Bank Services Agreement and the Cash Collateral, within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or

which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

Acknowledged by:

SILICON VALLEY BANK

DSTILLERY INC.

By: 

By: 

Name: Cecilia Sherman

Name: Cecilia Sherman

Title: Director

Title: VP of Finance

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

☐ GLS COLLATERAL - RECEIVED _____

EXHIBIT A

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DSTILLERY	4614908 86021906	9/30/2014 7/29/2013
BrandSignal	4320603 85701084	4/16/2013 8/10/2012
HOUSTON	4357800 85763566	6/25/2013 10/25/2012
EVERYSCREEN	4357798 85763541	6/25/2013 10/25/2012
ProspectRank	4320604 85701094	4/16/2013 8/10/2012
SOCIAL SIGNATURE	4103306 85274577	2/21/2012 3/23/2011

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DSTILLERY	86/021,906	07/29/2013
KREENO	85/925,711	05/07/2013
PROSPECTRANK	4320604	04/16/2013
BRANDSIGNAL	4320603	04/16/2013
SOCIAL SIGNATURE	4103306	02/21/2012
SOCIALSENSE	77/791,161	07/28/2009
MEDIA6°	77/905,927	01/06/2010
SOCIAL TARGETING	3671261	08/18/2009
SCRM	3700170	10/20/2009
SOCIAL INSIGHTS	3703244	10/27/2009
SOCIAL GRAPH TARGETING	3652860	07/07/2009
SOCIAL AUDIENCE	3652859	07/07/2009
SOCIAL GRAPH ADVERTISING PLATFORM	3652858	07/07/2009
MEDIA6°	77/602,183	10/28/2008
HOUSTON	4357800	06/25/2013
EVERYSCREEN	4357798	06/25/2013

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods for targeting online advertisements using data derived from social networks	12/191,412	8/14/2008
Privacy-sensitive methods, systems and media for targeting online advertisements using brand affinity modeling	12/700,728	2/5/2010
Methods and apparatus for bid optimization and inventory scoring	13/945,158	7/18/2013
Methods, systems and media for inhibiting advertising collisions	13/973,405	8/22/2013
Methods and apparatus for detecting and filtering forced traffic data from network data	13/850,099	3/25/2013
Methods, systems and media for detecting non-intended traffic using co-visitation information	8,719,934 13/906,006	5/6/2014 5/30/2013
Methods and system for providing simultaneous multi-task ensemble learning	9,053,436 14/209,453	6/9/2015 3/13/2014
Methods, systems, and media for detecting non-intended traffic using co-visitation information	9,014,717 13/830,495	4/21/2015 3/14/2013
Systems, methods, and media for mobile advertising conversion attribution	14/043,610	10/1/2012
Systems, methods, and apparatus for providing content to related compute devices based on obfuscated location data	14/572,418	12/16/2014
Privacy-sensitive methods, systems, and media for geo-social targeting	13/492,569	6/8/2012
Evaluating authenticity of geographic data associated with media requests	15/149,505	5/9/2016
Methods and system for providing simultaneous multi-task ensemble learning	14/733,299	6/8/2015
Methods and apparatus for defining an audience for a particular location by surveying nearby receivers and/or passively monitoring content consumption	15/042,697	2/12/2016
Systems, Methods, and Media for Mobile Advertising Conversion Attribution	15/412,810	1/23/2017
Methods and apparatus for detecting and filtering forced traffic data from network data	9,118,563 13/906,016	8/25/2015 5/30/2013
Methods, systems, and media for determining location information from real-time bid requests	9,179,264 14/691,442	11/03/2015 4/20/2015
Methods, systems and media for detecting non-intended traffic using co-visitation information	9,306,958 14/271,163	4/5/2016 5/6/2014

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and Systems for Providing Social Networking-based Advertisements	12/118,216	05/09/2008
Social Targeting - Systems and methods for targeting online advertisements using data derived from social networks	12/191,412	8/14/2008
Content Landscape - Privacy-sensitive methods, systems and media for targeting online advertisements using brand affinity modeling	12/700,728	02/05/2010
Inventory Scoring -- Methods, systems and media for bid optimization and inventory scoring	13/945,158	7/18/2013
Bid Lock -- Methods, systems and media for inhibiting advertising collisions	13/973,405	08/22/2013
Penalty Box - Methods, systems and media for filtering forced traffic from internet data	13/850,099	3/25/2013
Fraud Detection -- Methods, systems and media for detecting non-intended traffic using co-visitation networks	13/906,006	05/30/2013
UTS-MV -- Automated system for simultaneous multi-task user sampling, data engineering and ensemble learning	14/209,453	3/13/2013
Geo Social Network - PRIVACY-SENSITIVE METHODS, SYSTEMS, AND MEDIA FOR GEO-SOCIAL TARGETING	13/492,569	7/2012
HyperLocal -- METHODS, SYSTEMS, AND MEDIA FOR DETERMINING LOCATION INFORMATION FROM REAL-TIME BID REQUESTS	13/830,495	3/2013
Conversion Tracking -- SYSTEMS, METHODS, AND MEDIA FOR MOBILE ADVERTISING CONVERSION ATTRIBUTION	14/043,610	10/2012
Systems and Methods for Collecting and Using Mobile Geo-Location Data for Relevant Ad Targeting Trademarks	N/A	N/A

PATENT**RECORDED: 02/25/2022****REEL: 059097 FRAME: 0981**