

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7296917

|   |                          |
|---|--------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST        |
| <b>CONVEYING PARTY DATA</b>   |                          |
| <b>Name</b>   | <b>Execution Date</b>    |
| VIRTUAL MARKETING, LLC  | 04/22/2022               |
| <b>RECEIVING PARTY DATA</b>   |                          |
| <b>Name:</b>  | SPP CREDIT ADVISORS, LLC |
| <b>Street Address:</b>  | 550 5TH AVENUE,          |
| <b>Internal Address:</b>  | 12TH FLOOR               |
| <b>City:</b>  | NEW YORK                 |
| <b>State/Country:</b>   | NEW YORK                 |
| <b>Postal Code:</b>   | 10036                    |
| <b>PROPERTY NUMBERS Total: 11</b>   |                          |
| <b>Property Type</b>  | <b>Number</b>            |
| Patent Number:  | 9456253                  |
| Patent Number:  | 10116998                 |
| Patent Number:  | 10788682                 |
| Patent Number:  | 9946225                  |
| Patent Number:  | 10691068                 |
| Patent Number:  | 9940444                  |
| Patent Number:  | 10430564                 |
| Patent Number:  | 11093587                 |
| Patent Number:  | D858614                  |
| Application Number:   | 17034736                 |
| Application Number:   | 16173423                 |
| <b>CORRESPONDENCE DATA</b>  |                          |
| <b>Fax Number:</b>  | (703)712-5050            |
| <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> |                          |
| <b>Phone:</b>   | 703-712-5000             |
| <b>Email:</b>   | CBUTLER@MCGUIREWOODS.COM |
| <b>Correspondent Name:</b>  | MCGUIREWOODS, LLP        |
| <b>Address Line 1:</b>  | 1750 TYSONS BOULEVARD    |
| <b>Address Line 2:</b>  | SUITE 1800               |

|  |                  |
|--|------------------|
| <b>Address Line 4:</b> TYSONS, VIRGINIA 22102-4215   |                  |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 2074340-0019     |
| <b>NAME OF SUBMITTER:</b>  | CAMILLE BUTLER   |
| <b>SIGNATURE:</b>  | /Camille Butler/ |
| <b>DATE SIGNED:</b>  | 04/25/2022       |
| <b>Total Attachments: 11</b><br>source=SPP Credit Advisors - Agreement#page1.tif<br>source=SPP Credit Advisors - Agreement#page2.tif<br>source=SPP Credit Advisors - Agreement#page3.tif<br>source=SPP Credit Advisors - Agreement#page4.tif<br>source=SPP Credit Advisors - Agreement#page5.tif<br>source=SPP Credit Advisors - Agreement#page6.tif<br>source=SPP Credit Advisors - Agreement#page7.tif<br>source=SPP Credit Advisors - Agreement#page8.tif<br>source=SPP Credit Advisors - Agreement#page9.tif<br>source=SPP Credit Advisors - Agreement#page10.tif<br>source=SPP Credit Advisors - Agreement#page11.tif |                  |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 22, 2022 by and among SPP Credit Advisors, LLC, a Delaware limited liability company, as Agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns, in such capacity, the "Agent") and Virtual Marketing, LLC, a Delaware limited liability company ("Fusion92"), Media Return Exchange, LLC, a Michigan limited liability company ("MRX"), Duffey, Petrosky & Company, L.L.C. ("DP+"), Octane Digital, LLC, a Michigan limited liability company ("Octane" and, together with Fusion92, MRX, and DP+, the "Grantors" and each, a "Grantor").

### RECITALS

The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantors, F92 Liquidus LLC, a Texas limited liability company ("Liquidus"), DP+/MRX Holdco LLC, a Michigan limited liability company ("DP+/MRX Holdco"), and Slingshot Content, LLC, a Michigan limited liability company ("Slingshot" and together with Grantors, Liquidus, and DP+/MRX Holdco, the "Borrowers" and each a "Borrower") under that certain Term Loan and Security Agreement by and among the Agent, Borrowers, the lenders from time to time party thereto (the "Lenders") and the other parties from time to time party thereto, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"). Pursuant to the terms of the Loan Agreement, Borrowers have granted to the Agent, for the benefit of the Lenders, a security interest in their personal property constituting Collateral. Capitalized terms used herein are used as defined in the Loan Agreement.

NOW, THEREFORE, Grantors and the Agent agree as follows:

### AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between or among Borrowers, the Agent, the Lenders and any other Loan Party, each Grantor grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, its Intellectual Property (including those certain copyrights, patents and trademarks set forth on Exhibit A attached hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Each Grantor represents and warrants that Exhibit A attached hereto sets forth any and all Intellectual Property rights in connection to which Grantors and, to each Grantor's knowledge, each of the other Borrowers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantors and Agent each hereby acknowledge and affirm that the rights and remedies of the Agent

with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

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

**GRANTORS:**

**VIRTUAL MARKETING, LLC**

By: 

Name: Matthew Steven Murphy

Title: Authorized Representative

**MEDIA RETURN EXCHANGE, LLC**

By: 

Name: Matthew Steven Murphy

Title: Authorized Representative

**DUFFEY, PETROSKY & COMPANY, L.L.C.**

By: 

Name: Matthew Steven Murphy

Title: Authorized Representative

**OCTANE DIGITAL, LLC**

By: 

Name: Matthew Steven Murphy

Title: Authorized Representative

[Signature Page to Intellectual Property Security Agreement]

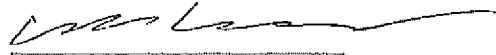
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

**AGENT:**

**SPP CREDIT ADVISORS, LLC**

By: SPP Principal Investors II LLC, its Manager

By:



Name: Charles Kumble

Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

## EXHIBIT A

### Intellectual Property

#### 1. Patents and Patent Applications

##### Patents

| Title  | Patent Number | Issue Date   | Loan Party   |
|--|---------------|--------------|--|
| Internet Protocol Television Streaming Methods and Apparatus                                   | 9,456,253     | 27 Sept 2016 | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Internet Protocol Television Streaming Methods and Apparatus                                   | 10,116,998    | 30 Oct 2018  | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Mobile Hologram Apparatus  | 10,788,682    | 29 Sep 2020  | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Mobile Hologram Apparatus  | 9,946,225     | 17 Apr 2018  | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Mobile Hologram Apparatus  | D858,614      | 3 Sep 2019   | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Mobile Hologram Apparatus  | 10,691,068    | 23 Jun 2020  | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Software Wrapper and Installer Using Timestamp Validation and System Identification Validation | 9,940,444     | 10 Apr 2018  | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Software Wrapper and Installer Using Timestamp Validation and System Identification Validation | 10,430,564    | 1 Oct 2019   | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Software Wrapper and Installer Using Timestamp Validation and System                           | 11,093,587    | 17 Aug 2021  | Virtual Marketing, LLC   |

|                              |  |  |  |
|------------------------------|--|--|--|
| Identification<br>Validation |  |  |  |
|------------------------------|--|--|--|

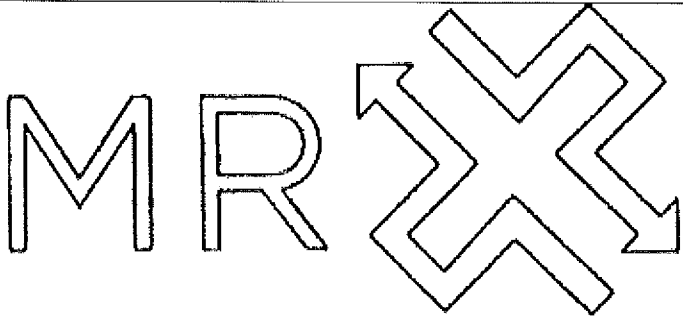
## Patent Applications

| Title  | Application Number                       | Application Date/Status    | Loan Party   |
|--|--|----------------------------|--|
| Mobile Hologram Apparatus                                    | 17/034,736<br>(Pub. No. US 2021-0011306) | 28 Sep 2020<br><br>Pending | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Internet Protocol Television Streaming Methods and Apparatus | 16/173,423<br>(Pub. No. 2019-0069037)    | 29 Oct 2018<br><br>Pending | Virtual Marketing, LLC<br>(as successor in interest to Virtual Marketing Incorporated) |
| Dynamic Video Generation for Ad Servicing                    | N/A                                      | Proposed                   | Virtual Marketing, LLC   |

## 2. Trademarks and Trademark Applications

### Trademark Registrations

| Trademark        | Reg. No.           | Date               | Owner |
|------------------|--------------------|--------------------|-------|
| MRX              | Reg. No. 5,558,850 | September 11, 2018 | MRX   |
| AGENCY OF CHANGE | Reg. No. 5,554,532 | September 4, 2018  | DP+   |
| DP+              | Reg. No. 5,550,129 | August 28, 2018    | DP+   |

|   |                       |                       |        |
|---|-----------------------|-----------------------|--------|
|  | Reg. No.<br>5,558,852 | September<br>11, 2018 | MRX    |
| MEDIA RETURN EXCHANGE   | Reg. No.<br>5,724,608 | April 16,<br>2019     | MRX    |
| Embark  | Reg. No.<br>4,487,140 | February<br>25, 2014  | Octane |

Trademark Applications

None.

3. Copyrights

None.

**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
PATENTS**

Date: April 22, 2022

To: United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Term and Security Agreement dated as of April 22, 2022 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Loan and Security Agreement") by and among VIRTUAL MARKETING, LLC, a Delaware limited liability company (the "Grantor"), certain affiliates of the Grantor party thereto and SPP CREDIT ADVISORS LLC, as Agent (together with its successors and assigns, in such capacity, the "Agent"), and each of the lenders from time to time party hereto, the Grantor has granted to the Agent a continuing security interest in and continuing lien upon, among other things, the patents and patent applications set forth on Schedule 1 hereto.

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (a) may only be terminated in accordance with the terms of the Loan and Security Agreement and (b) is not to be construed as an assignment of any patents or patent applications.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

VIRTUAL MARKETING, LLC

By: 

Name: Matthew Steven Murphy

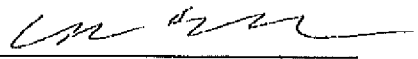
Title: Authorized Representative

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Acknowledged and Accepted:

SPP CREDIT ADVISORS LLC

By: SPP Principal Investors II LLC, its Manager

By: 

Name: Charles Kumble

Title: Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

# SCHEDULE 1

## REGISTERED U.S. PATENTS

| Title  | Patent Number | Issue Date   |
|--|---------------|--------------|
| Internet Protocol Television Streaming Methods and Apparatus                                   | 9,456,253     | 27 Sept 2016 |
| Internet Protocol Television Streaming Methods and Apparatus                                   | 10,116,998    | 30 Oct 2018  |
| Mobile Hologram Apparatus  | 10,788,682    | 29 Sep 2020  |
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| Software Wrapper and Installer Using Timestamp Validation and System Identification Validation | 10,430,564    | 1 Oct 2019   |
| Software Wrapper and Installer Using Timestamp Validation and System Identification Validation | 11,093,587    | 17 Aug 2021  |

## U.S. PATENT APPLICATIONS

| Title  | Application Number                       | Application Date/Status |
|--|--|-------------------------|
| Mobile Hologram Apparatus                                    | 17/034,736<br>(Pub. No. US 2021-0011306) | 28 Sep 2020<br>Pending  |
| Internet Protocol Television Streaming Methods and Apparatus | 16/173,423<br>(Pub. No. 2019-0069037)    | 29 Oct 2018<br>Pending  |
| Dynamic Video Generation for Ad Servicing                    | N/A                                      | Proposed                |