PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7485146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VIRTUAL MARKETING, LLC	08/12/2022
OCTANE DIGITAL, LLC	08/12/2022
MEDIA RETURN EXCHANGE, LLC	08/12/2022
CONVERSION FANATICS LLC	08/12/2022
DUFFEY, PETROSKY & COMPANY, L.L.C.	08/12/2022

RECEIVING PARTY DATA

Name:	WINTRUST BANK, N.A.
Street Address:	231 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60604

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	9456253
Patent Number:	10116998
Patent Number:	10788682
Patent Number:	9946225
Patent Number:	D858614
Patent Number:	10691068
Patent Number:	9940444
Patent Number:	10430564
Patent Number:	11093587
Patent Number:	D958870

CORRESPONDENCE DATA

Fax Number: (317)713-3699

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: 3177133412

Email: twagner@taftlaw.com

PATENT REEL: 060806 FRAME: 0192

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Correspondent Name: TIFFINI WAGNER

Address Line 1: ONE INDIANA SQUARE

Address Line 2: SUITE 3500

Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	WIN29-GN042
NAME OF SUBMITTER:	TIFFINI WAGNER
SIGNATURE:	/ Tiffini Wagner /
DATE SIGNED:	08/15/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("<u>Agreement</u>") is entered into as of August 12, 2022, by and among Wintrust Bank, N.A., a national banking association, in its capacity as Administrative Agent for the Lenders from time to time party to the Loan Agreement (defined below) (in such capacity, "<u>Administrative Agent</u>"), Virtual Marketing, LLC, a Delaware limited liability company ("<u>Fusion92</u>"), Octane Digital, LLC, a Michigan limited liability company ("<u>Octane</u>"), Duffey, Petrosky & Company, L.L.C., a Michigan limited liability company ("<u>DP+</u>"), Media Return Exchange, LLC, a Michigan limited liability company ("<u>CF"</u>, together with Fusion92, Octane and DP+, each a "<u>Borrower</u>", and collectively the "<u>Borrowers</u>").

RECITALS

The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Second Amended and Restated Loan and Security Agreement by and among the Borrowers, the other parties from time to time party thereto, the Lenders party from time to time thereto and Administrative Agent 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 Administrative Agent a security interest in its personal property constituting Collateral. Capitalized terms used herein are used as defined in the Loan Agreement.

NOW, THEREFORE, Borrowers and the Administrative Agent agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers, the Lenders and any other Loan Party, Borrowers grant to the Administrative Agent, a security interest in all of the Borrowers' 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.

Borrowers represent and warrant that <u>Exhibit A</u> attached hereto sets forth any and all Intellectual Property rights in connection to which such Borrower has 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 Administrative Agent pursuant to the Loan Agreement. Each Borrower and Administrative Agent hereby acknowledge and affirm that the rights and remedies of the Administrative 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

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effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

This Agreement is an amendment and restatement of that certain Intellectual Property Security Agreement made by Fusion92 in favor of Wintrust Bank, N.A., a national association dated as of February 25, 2021.

[Signature Page Follows]

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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.

BORROWERS:

VIRTUAL MARKETING, LLC

By: Name: Drew Bagot

Title: Authorized Representative

OCTANE DIGITAL, LLC

By: Drew Bagot

Title: Authorized Representative

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

By: Drew Bagot

Title: Authorized Representative

MEDIA RETURN EXCHANGE, LLC

By: ______ Name: Drew Bagot

Title: Authorized Representative

CONVERSION FANATICS LLC

Name: Drew Bagot

By:

Title: Authorized Representative

[Signature Page to Amended and Restated 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.

ADMINISTRATIVE AGENT:

WINTRUST BANK, N.A.

Name: Brett Wallace Title: Vice President

[Signature Page to Amended and Restated 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 (as successor in interest to Virtual Marketing Incorporated)
Internet Protocol Television Streaming Methods and Apparatus	10,116,998	30 Oct 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	10,788,682	29 Sep 2020	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	9,946,225	17 Apr 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	D858,614	3 Sep 2019	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Mobile Hologram Apparatus	10,691,068	23 Jun 2020	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Software Wrapper and Installer Using Timestamp Validation and System Identification	9,940,444	10 Apr 2018	Virtual Marketing, LLC (as successor in interest to Virtual Marketing

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Validation			Incorporated)
Software Wrapper and Installer Using Timestamp Validation and System Identification Validation	10,430,564	1 Oct 2019	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Software Wrapper and Installer Using Timestamp Validation and System Identification Validation	11,093,587	17 Aug 2021	Virtual Marketing, LLC
Mobile Hologram Apparatus	D958,870	26 July 2022	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)

Patent Applications

Title	Application Number	Application Date/Status	Loan Party
Mobile Hologram Apparatus	17/034,736 (Pub. No. US 2021- 0011306)	28 Sep 2020 Pending	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Internet Protocol Television Streaming Methods and Apparatus	16/173,423 (Pub. No. 2019- 0069037)	29 Oct 2018 Pending	Virtual Marketing, LLC (as successor in interest to Virtual Marketing Incorporated)
Dynamic Video Generation for Ad Servicing	N/A	Proposed	Virtual Marketing, LLC
Mobile Hologram Apparatus	29/847/456	25 July 2022	Virtual Marketing LLC

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2. <u>Trademarks and Trademark Applications</u>

Trademarks

Mark	Registration Number	Registration Date
Embark	4487140	February 25, 2014

Mark	Registration Number	Registration Date
DP+	5550129	August 28, 2018
AGENCY OF CHANGE	5554532	September 4, 2018

Mark	Registration Number	Registration Date
MRX	5558850	September 11, 2018
MRS	5558852	September 11, 2018
MEDIA RETURN EXCHANGE	5724608	April 16, 2019

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Mark	Registration Number	Registration Date
Conversion Fanatics	6020752	A 17 2020
Conversion ranatics	6028753	April 7, 2020
Conversion Fanatics	0028733	April 7, 2020

None.

3. <u>Copyrights</u>

None.

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RECORDED: 08/15/2022