

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7967257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DIRECTOFFER, INC.	05/19/2023
RECEIVING PARTY DATA	
Name:	CONNECTONE BANK
Street Address:	301 SYLVAN AVENUE
City:	ENGLEWOOD CLIFFS
State/Country:	NEW JERSEY
Postal Code:	07632
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	11551275
Application Number:	18095526
Application Number:	29828002
Patent Number:	11474672
Application Number:	17947105
Application Number:	17968780
CORRESPONDENCE DATA	
Fax Number:	(203)672-5480
<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:	203.672.5422
Email:	enright@halloransage.com
Correspondent Name:	HALLORAN & SAGE LLP
Address Line 1:	265 CHURCH STREET SUITE 802
Address Line 4:	NEW HAVEN, CONNECTICUT 06510
NAME OF SUBMITTER:	RICHARD D. GETZ
SIGNATURE:	/Richard D. Getz/
DATE SIGNED:	05/23/2023
Total Attachments: 9	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of May 19, 2023, is made by DirectOffer, Inc, an Tennessee corporation with a place of business at 620 Monroe Street, Nashville, TN 37208 (the "**Grantor**") in favor of ConnectOne Bank, a banking institution with offices at 301 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 (the "**Secured Party**")

WHEREAS, the Grantor has entered into a commercial loan transaction with the Secured party as of the date hereof and executed certain documents in favor of the Secured Party in accordance with the required terms thereof including a promissory Note ("**Note**") and other associated loan documents (the "**Loan Agreements**").

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreements, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof, (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Secured Party as follows:

1. Grant of Security: The Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Loan Agreements, the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security 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 Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

7. SBA. The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

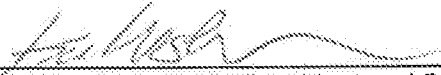
a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

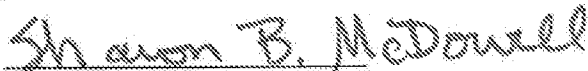
DirectOffer, Inc.

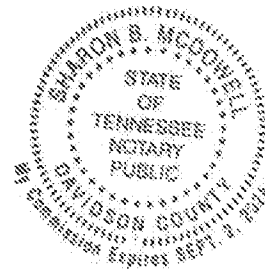
By 
Kathleen Abigail Lappe, its President and Secretary
Hereunto Duly Authorized

STATE OF TENNESSEE)
) ss:
COUNTY OF Davidson)

On this the 19th day of May 2023, before me, the undersigned officer, personally appeared, Kathleen Abigail Lappe, who acknowledged herself to be its President and Secretary, on behalf of DirectOffer, Inc., a Tennessee corporation, and that she, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as President and Secretary and further acknowledged the same to be her and the company's free act and deed.

In Witness Whereof, I hereunto set my hand.


Notary



Secured Party:

ConnectOne Bank

By: Gail J. Johnstone
Gail Johnstone, Its Assistant Vice President

STATE OF)
) ss:
COUNTY OF)

On this the ____ day of May 2023, before me, the undersigned officer, personally appeared, Gail Johnstone, who acknowledged herself to be its officer, on behalf of ConnectOne Bank, a New Jersey corporation, and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as officer and further acknowledged the same to be her and the company's free act and deed.

In Witness Whereof, I hereunto set my hand.

Notary

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

8617373v.1

Patent/App No	Country	Title
11,551,275 (App. Serial No. 16/920,760)	U.S.	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
PCT/US/2021/036058	PCT	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
795868	NZ	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
3185538	CA	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
298806	IL	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
2022574683	JP	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
MX/a/2022/015396	MX	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
2021284469	AU	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
2021816640	EP	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
202227075815	IN	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
202213942	ZA	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
1020237000558	KR	ALGORITHM AND TECHNICAL SYSTEM FOR DISPLAYING OFFERS
18/095,526	U.S.	
29/828,002	U.S.	

Patent/App No	Country	Title
11,474,672 (App. Serial No. 16/939,762)	U.S.	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
PCT/US21/43099	PCT	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
795866	NZ	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
202227077690	IN	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
MX/a/2023/001052	MX	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
300198	IL	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
2021849699	EP	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
3188771	CA	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
1020237007009	KR	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
2021318935	AU	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
202213941	ZA	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING MULTIMODAL CONTENT
17/947,105	U.S.	ELECTRONIC DEVICES AND METHODS FOR SELECTING AND DISPLAYING AUDIO CONTENT FOR REAL ESTATE PROPERTIES

Patent/App No	Country	Title
17/968,780	U.S.	METHODS AND SYSTEMS FOR PROVIDING INTERACTIVE VIRTUAL TOUR OF REAL ESTATE PROPERTY

Exhibit A-1
Short Form Trademark Security Agreement