

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8357922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARIGOLD USA, INC. (SUCCESSOR BY MERGER TO WAYIN, INC.)	12/29/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BARINGS FINANCE LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	300 SOUTH TRYON STREET, SUITE 2500
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9733698
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)981-3400
<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>	214-981-3483
<b>Email:</b>	dclark@sidley.com
<b>Correspondent Name:</b>	DUSAN CLARK, ESQ.
<b>Address Line 1:</b>	SIDLEY AUSTIN LLP
<b>Address Line 2:</b>	2021 MCKINNEY AVE., SUITE 2000
<b>Address Line 4:</b>	DALLAS, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	034632-50020
<b>NAME OF SUBMITTER:</b>	DUSAN CLARK
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	01/02/2024
<b>Total Attachments: 5</b>	
source=Campaign Monitor - 1L Patent Security Agreement (Executed)#page1.tif	
source=Campaign Monitor - 1L Patent Security Agreement (Executed)#page2.tif	
source=Campaign Monitor - 1L Patent Security Agreement (Executed)#page3.tif	
source=Campaign Monitor - 1L Patent Security Agreement (Executed)#page4.tif	
source=Campaign Monitor - 1L Patent Security Agreement (Executed)#page5.tif	

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of December 29, 2023 (this “Agreement”), among MARIGOLD USA, INC. (successor by merger to Wayin, Inc.) (the “Grantor”) and BARINGS FINANCE LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CM Acquisitions Holdings Inc. (f/k/a SisterCo Holdings, Inc.), a Delaware corporation (the “Borrower”), Iris Holdings L.P., a Cayman Islands exempted limited partnership acting at all times by its general partner Iris General Partner Limited (“Holdings”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and BARINGS FINANCE LLC, as the administrative agent, and (b) that certain First Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among the Borrower, the Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Patents and Patent applications listed on Schedule I attached hereto, (b) all inventions and improvements described and claimed therein, (c) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights accruing thereunder or pertaining thereto throughout the world (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MARIGOLD, INC., as Grantor**

DocuSigned by:  
*Wellford Dillard*  
By: 8D88937BEFE540A...  
Name: Wellford Dillard  
Title: Chief Executive Officer

**BARINGS FINANCE LLC, as Collateral  
Agent**

By:   
Name: Jeremy Henrich  
Title: Managing Director

Schedule I

Patent Registrations

Patent	Patent No.	Issue Date
System and Method for Enabling a User to Create and Post Polls on a Microblogging Website that Can Be Answered on the Microblogging Website	9733698	08/15/2017