

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI424617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NETSEER, INC.	07/30/2024
VERTRO, INC.	07/30/2024
VALIDCLICK INC.	07/30/2024

RECEIVING PARTY DATA

Company Name:	SLR Digital Finance LLC
Street Address:	15260 Ventura Blvd., Suite 700
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	7958120
Patent Number:	8380721
Patent Number:	8825657
Patent Number:	9817902
Patent Number:	8417695
Patent Number:	9110985
Patent Number:	8301617
Patent Number:	8838605
Patent Number:	8825654
Patent Number:	10311085
Patent Number:	9443018
Patent Number:	8843434
Patent Number:	10733250
Patent Number:	10387892
Patent Number:	11475465
Patent Number:	10860619
Application Number:	12436748
Application Number:	12476205

PATENT

Property Type	Number
Application Number:	14656653
Application Number:	17968750
Application Number:	16950816
Application Number:	13053831
Application Number:	14573843
Application Number:	13685086
Application Number:	11258977
Application Number:	15237028
Application Number:	15237069
Application Number:	15237162
Application Number:	17947865
Patent Number:	8321269
Patent Number:	9141971
Patent Number:	9367857

CORRESPONDENCE DATA

Fax Number: 6092124215

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: 7703103426

Email: vheller@slrbusinesscredit.com

Correspondent Name: Vicki L Heller

Address Line 1: 821 Alexander Road, Suite 130

Address Line 4: Princeton, NEW JERSEY 08540

NAME OF SUBMITTER:	Vicki Heller
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SIGNATURE:	Vicki Heller
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DATE SIGNED:	08/13/2024
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Total Attachments: 7

source=2024.07.31_Inuvo, Inc._Collateral Assignment of Patents -Trademarks (Fully Executed)#page1.tiff
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source=2024.07.31_Inuvo, Inc._Collateral Assignment of Patents -Trademarks (Fully Executed)#page7.tiff

**COLLATERAL ASSIGNMENT
(Security Agreement)**

WHEREAS, INUVO, INC., a Nevada corporation, **VERTRO, INC.**, a Delaware corporation, **VALIDCLICK INC.**, a Missouri corporation, located and doing business at 500 President Clinton Avenue, Suite 300, Little Rock, Arkansas 72201, and **NETSEER, INC.**, a Nevada corporation, and **EMERALD BRANDS, LLC**, an Arizona limited liability company (individually and collectively, "**Assignor**"), located and doing business at 3031 Tisch Way, Suite 400, San Jose, California 95128, is the owner of certain patents and trademarks some of which are registered in the United States Patent and Trademark Office.

WHEREAS, SLR DIGITAL FINANCE LLC, a Delaware limited liability company ("**Assignee**"), located and doing business 15260 Ventura Boulevard, Suite 700, Sherman Oaks, California 91403, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated July 30, 2024 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Loan Agreement**") pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, all as defined below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

With respect to the Patents:

(a) all patents and patent applications, domestic or foreign (the "**Patents**"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patent and patent applications described in **Exhibit A** attached hereto), all future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents, all rights to sue for past, present or future infringement thereof, all rights pertaining thereto, and all reissues, divisions, continuations, renewals, extensions and continuation-in-part thereof;

(b) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(c) all proceeds of any or all of the foregoing Collateral (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;

With respect to the Trademarks:

(d) all state (including common law), federal and foreign trademarks, service marks and tradenames, and application registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (the "**Trademarks**"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications described in **Exhibit A-1** attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or

unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(e) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon, or unconsented use of, said Patents and Trademarks;

(f) the entire goodwill of or associated with the business now or hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets;

(g) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(h) all proceeds of any or all of the foregoing Collateral (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Representations and Warranties. Assignor represents and warrants to Assignee as follows:

(a) A true and correct listing of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Assignor, in whole or in part, is set forth in **Exhibit A**.

(b) A true and correct listing of all of the existing Collateral consisting of U.S. trademarks, service marks, trade names, and all trademark, service mark and trade name applications owned by Assignor, in whole or in part, is set forth in **Exhibit A-1**.

2. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

3. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Loan Agreement, or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

4. Remedies Upon Default. Whenever any Event of Default under and defined in the Loan Agreement or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such

event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

5. Cumulative Remedies. This Assignment has been entered into in conjunction with the security interest granted to Assignee under the Loan Agreement. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

6. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

7. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

8. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

9. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Loan Agreement.

10. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable.

[signatures on next page]

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 30th day of July, 2024.

INUVO, INC.

DocuSigned by:
By: Wallace Ruiz
Name: Wallace Ruiz
Title: Chief Financial Officer

VERTRO, INC.

DocuSigned by:
By: Wallace Ruiz
Name: Wallace Ruiz
Title: Chief Financial Officer

VALIDCLICK INC.

DocuSigned by:
By: Wallace Ruiz
Name: Wallace Ruiz
Title: Chief Financial Officer

NETSEER, INC.

DocuSigned by:
By: Wallace Ruiz
Name: Wallace Ruiz
Title: Chief Financial Officer

EMERALD BRANDS, LLC

DocuSigned by:
By: Wallace Ruiz
Name: Wallace Ruiz
Title: Chief Financial Officer

SLR DIGITAL FINANCE LLC

Signed by:
By: Kaitlyn Dorriacombe
Name: Kaitlyn Dorriacombe
Title: SVP, Underwriting

Exhibit A - Patents**Assignor: NETSEER, INC. - Patents**

Patent No.	Patent	Patent Date
7958120	METHOD AND APPARATUS FOR DISTRIBUTED COMMUNITY FINDING	June 7, 2011
8380721	SYSTEM AND METHOD FOR CONTEXT-BASED KNOWLEDGE SEARCH, TAGGING, COLLABORATION, MANAGEMENT, AND ADVERTISEMENT	February 19, 2013
8825657	SYSTEMS AND METHODS FOR CREATING, NAVIGATING, AND SEARCHING INFORMATIONAL WEB NEIGHBORHOODS	September 2, 2014
9817902	METHODS AND APPARATUS FOR MATCHING RELEVANT CONTENT TO USER INTENTION	November 14, 2017
8417695	IDENTIFYING RELATED CONCEPTS OF URLS AND DOMAIN NAMES	April 9, 2013
9110985	GENERATING A CONCEPTUAL ASSOCIATION GRAPH FROM LARGE-SCALE LOOSELY-GROUPED CONTENT	August 18, 2015
8301617	METHODS AND APPARATUS FOR DISTRIBUTED COMMUNITY FINDING	October 30, 2012
8838605	METHODS AND APPARATUS FOR DISTRIBUTED COMMUNITY FINDING	September 16, 2014
8825654	METHODS AND APPARATUS FOR DISTRIBUTED COMMUNITY FINDING	September 2, 2014
10311085	CONCEPT-LEVEL USER INTENT PROFILE EXTRACTION AND APPLICATIONS	June 4, 2019
9443018	SYSTEMS AND METHODS FOR CREATING, NAVIGATING, AND SEARCHING INFORMATIONAL WEB NEIGHBORHOODS	September 13, 2016
8843434	METHODS AND APPARATUS FOR VISUALIZING, MANAGING, MONETIZING, AND PERSONALIZING KNOWLEDGE SEARCH RESULTS ON A USER INTERFACE	September 23, 2014
10733250	METHODS AND APPARATUS FOR MATCHING RELEVANT CONTENT TO USER INTENTION	August 4, 2020
10387892	DISCOVERING RELEVANT CONCEPT AND CONTEXT FOR CONTENT NODE	August 20, 2019
11475465	DISCOVERING RELEVANT CONCEPT AND CONTEXT FOR CONTENT NODE	October 18, 2022
10860619	CONCEPT-LEVEL USER INTENT PROFILE EXTRACTION AND APPLICATIONS	December 8, 2020

Assignor: NETSEER, INC. - Patent Applications

12/436748	DISCOVERING RELEVANT CONCEPT AND CONTEXT FOR CONTENT NODE	May 6, 2009
12/476205	BEHAVIORAL TARGETING FOR TRACKING, AGGREGATING, AND PREDICTING ONLINE BEHAVIOR	June 1, 2009
14/656653	SEARCH MONETIZATION OF IMAGES EMBEDDED IN TEXT	March 12, 2015
17/968,750	DISCOVERING RELEVANT CONCEPT AND CONTEXT FOR CONTENT NODE	October 18, 2022
16/950,816	CONCEPT-LEVEL USER INTENT PROFILE EXTRACTION AND APPLICATIONS	November 17, 2020

Assignor: VERTRO, INC. - Patent Application

13053831	SYSTEM, METHOD AND COMPUTER-READABLE MEDIUM FOR MANAGING SOFTWARE SERVICE ACCESS VIA TOOLBAR USER MANAGEMENT	March 22, 2011
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Assignor: VALIDCLICK, INC. – Patent Application

14573843	METHOD FOR PERFORMING REAL-TIME CLICK FRAUD DETECTION, PREVENTION AND REPORTING FOR ONLINE ADVERTISING	December 17, 2014
13685086	METHOD FOR PERFORMING REAL-TIME CLICK FRAUD DETECTION, PREVENTION AND REPORTING FOR ONLINE ADVERTISING	November 26, 2012
11258977	METHOD FOR PERFORMING REAL-TIME CLICK FRAUD DETECTION, PREVENTION AND REPORTING FOR ONLINE ADVERTISING	October 26, 2005
8321269	METHOD FOR PERFORMING REAL-TIME CLICK FRAUD DETECTION, PREVENTION AND REPORTING FOR ONLINE ADVERTISING	November 27, 2012
9141971	METHOD FOR PERFORMING REAL-TIME CLICK FRAUD DETECTION, PREVENTION AND REPORTING FOR ONLINE ADVERTISING	September 22, 2015
9367857	METHOD FOR PERFORMING REAL-TIME CLICK FRAUD DETECTION, PREVENTION AND REPORTING FOR ONLINE ADVERTISING	June 14, 2016

Assignor: INUVO, INC. – Patent Applications

15/237,028	IDENTIFYING AND PAIRING RELEVANT ADVERTISEMENTS WITH PAGE CONTENT	August 15, 2016
15/237,069	IDENTIFYING AND PAIRING RELEVANT ADVERTISEMENTS WITH PAGE CONTENT	August 15, 2016
15/237,162	IDENTIFYING AND PAIRING RELEVANT ADVERTISEMENTS WITH PAGE CONTENT	August 15, 2016
17/947,865	CONCEPT MAP TRANSLATION FOR URL PROFILES	September 19, 2022

Exhibit A-1 – Trademarks**Trademarks**

Grantor	Country	Mark	Registration No.	Registration Date
INUVO, INC.	US	INUVO	7054816	May 16, 2023
INUVO, INC.	US	INTENTKEY	7054815	May 16, 2023
INUVO, INC.	US	INTENTKEY	7055092	May 16, 2023
VERTRO, INC.	US	A LOT	4667451	January 6, 2015

Trademark Applications

Grantor	Country	Mark	Application No.	Application Date
EMERALD BRANDS, LLC	US	EMERALD	97821516	March 3, 2023