

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI507642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	Quartile Digital, Inc.	12/28/2023
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Celtic Bank Corporation	
<b>Street Address:</b>	268 S. State Street	
<b>Internal Address:</b>	Suite 300	
<b>City:</b>	Salt Lake City	
<b>State/Country:</b>	UTAH	
<b>Postal Code:</b>	84111	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10970742	
<b>Patent Number:</b>	11222369	
<b>Patent Number:</b>	11315145	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	8013206564	
<b>Email:</b>	dgodfrey@celticbank.com	
<b>Correspondent Name:</b>	Mr. Daniel Godfrey	
<b>Address Line 1:</b>	268 S. State Street	
<b>Address Line 2:</b>	Suite 300	
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111	
<b>NAME OF SUBMITTER:</b>	Mr. Daniel Godfrey	
<b>SIGNATURE:</b>	Mr. Daniel Godfrey	
<b>DATE SIGNED:</b>	09/19/2024	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 10</b>		

source=Quartile IP Security Agreement#page1.tiff  
source=Quartile IP Security Agreement#page2.tiff  
source=Quartile IP Security Agreement#page3.tiff  
source=Quartile IP Security Agreement#page4.tiff  
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source=Quartile IP Security Agreement#page10.tiff

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of December 28, 2023 is made by Quartile Digital, Inc., a Delaware corporation, and Quartile, LLC, a Delaware limited liability company (collectively “**Borrower**”), in favor of Celtic Bank Corporation (the “**Lender**”), a Utah state corporation.

WHEREAS, the Borrower has entered into that certain Business Loan Agreement dated as of even date (the “**Loan Agreement**”), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of December 28, 2023 made by and among the Borrower and the Lender (the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following, the “**IP Collateral**”, which shall mean collectively the Copyrights, Patents, Trademarks and Trade Secrets as set forth herein:

(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) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(c) the trade secrets as set forth in Schedule 3 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trade Secrets**”);

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

(e) 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

(f) 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, dilution, 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. Borrower authorizes the Commissioner for Patents and the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP 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 Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

5. Successors and Assigns. This IP 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 IP 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 IP 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

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

QUARTILE DIGITAL, INC.

DocuSigned by:  
**DANIEL KNIJNIK**  
By: \_\_\_\_\_  
Name: Daniel Knjnik  
Title: Chief Executive Officer

Address for Notices:

420 Lexington Ave., Suite 2415  
New York, NY 10170

QUARTILE, LLC

DocuSigned by:  
**DANIEL KNIJNIK**  
By: \_\_\_\_\_  
Name: Daniel Knjnik  
Title: Chief Executive Officer of Quartile, LLC

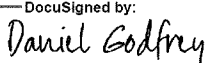
Address for Notices:

420 Lexington Ave., Suite 2415  
New York, NY 10170

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

DocuSigned by:

By:   
Name: Daniel Godfrey  
Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300  
Salt Lake City, UT 84111

**SCHEDULES****SCHEDULE 1****PATENTS**

GRANTED PATENTS					
Title	Jurisdiction	Application Number	Patent Number	Issue Date	Record Owner
Systems and Methods for Optimization of Capital Allocation for Advertising Campaigns in Online-Based Commerce	United States	16/249,465	10,970,742 B1	April 6, 2021	Quartile Digital, Inc.
Systems and Methods for Optimization of Capital Allocation for Advertising Campaigns in Online-Based Commerce	United States	17/222,883	11,222,369 B1	January 11, 2022	Quartile Digital, Inc.
Systems and Methods for Increasing Digital Marketing Campaign Efficiency	United States	16/281,420	11,315,145 B1	April 26, 2022	Quartile Digital, Inc.

**SCHEDULE 2****TRADEMARKS**

TRADEMARKS / WORD MARKS				
Word Mark	Jurisdiction	Serial Number/Registration Number	Filing Date / Registration Date	Record Owner
QUARTILE	United States	87688830 / 5687148	November 17, 2017 / February 26, 2019	Quartile LLC
QUARTILE	United States	88349163 / 5910566	March 20, 2019 / November 12, 2019	Quartile LLC

### **SCHEDULE 3**

#### **TRADE SECRETS**

Trade Secret Collateral shall include common law and statutory trade secrets and all other confidential or proprietary information and all know-how obtained by or used in or contemplated at any time for use in the business of any Grantor (including all patent applications in preparation for filing anywhere in the world) (all of the foregoing being collectively "Trade Secrets"), whether or not such Trade Secret has been reduced to a writing or other tangible form (including all documents and things embodying, incorporating or referring in any way to such Trade Secret) all Trade Secret licenses, including each Trade Secret license referred to in this Schedule 3, and including the right to sue for, to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

#### **Trade Secret Licenses**

Quartile is a machine learning platform that integrates e-commerce marketing channels for e-commerce brands.

**Certificate Of Completion**

Envelope Id: 18996604F4004A9083050547C34359FA

Status: Completed

Subject: Please DocuSign: 12/28/2023 17500377 Quartile Closing Docs

Source Envelope:

Document Pages: 51

Signatures: 59

Certificate Pages: 5

Initials: 28

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Daniel Godfrey

268 S State St

Ste 300

Salt Lake City, UT 84111

dgodfrey@celticbank.com

IP Address: 174.162.181.131

**Record Tracking**

Status: Original

12/26/2023 4:27:44 PM

Holder: Daniel Godfrey

dgodfrey@celticbank.com

Location: DocuSign

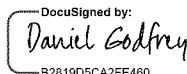
**Signer Events**

Daniel Godfrey

dgodfrey@celticbank.com

Senior Vice President

Celtic Bank

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
B2819D5CA2FE460...

Signature Adoption: Pre-selected Style

Using IP Address: 174.162.181.131

Signed using mobile

**Timestamp**

Sent: 12/27/2023 11:01:12 PM

Viewed: 12/28/2023 6:30:25 AM

Signed: 12/28/2023 6:30:53 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

DANIEL KNIJNIK

daniel@quartile.com

CEO

Quartile LLC

Security Level: Email, Account Authentication  
(None), AuthenticationDocuSigned by:  
  
7B4E0013BC6044E...

Signature Adoption: Pre-selected Style

Using IP Address: 199.188.180.181

Signed using mobile

Sent: 12/27/2023 11:01:13 PM

Viewed: 12/28/2023 5:22:41 AM

Signed: 12/28/2023 5:25:19 AM

**Authentication Details**

ID Check:

Transaction: 31026849511561

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address

Performed: 12/28/2023 5:22:32 AM

**Question Details:**

passed corporate.association.real

passed property.street.in.city.real

passed vehicle.association.fake

passed county.lived.single.real

passed property.association.single.real

passed corporate.association.real

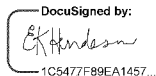
**Electronic Record and Signature Disclosure:**

Accepted: 12/28/2023 5:22:41 AM

ID: f8bd27bb-779b-4dba-9d0f-9976e6af6e4a

Elizabeth Henderson

lizzy.henderson@quartile.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
1C5477F89EA1457...

Signature Adoption: Drawn on Device

Using IP Address: 96.230.59.47

Sent: 12/27/2023 11:01:14 PM

Viewed: 12/28/2023 5:21:03 AM

Signed: 12/28/2023 5:22:07 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/28/2023 5:21:03 AM

ID: 7469b78f-575c-4287-b70b-ed21e769ef9e



Signer Events	Signature	Timestamp
Robert Burns bob@quartile.com Security Level: Email, Account Authentication (None)	<small>DocuSigned by:</small> <b>Robert Burns</b> <small>BB0876EFC5C14F9...</small>	Sent: 12/27/2023 11:01:14 PM Viewed: 12/28/2023 6:29:10 AM Signed: 12/28/2023 6:32:55 AM
	Signature Adoption: Pre-selected Style Using IP Address: 73.8.149.239	

**Electronic Record and Signature Disclosure:**  
Accepted: 12/28/2023 6:29:10 AM  
ID: 729fdb49-b5e0-4f7c-a037-c2466695030d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Amy Smith asmith@honigman.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/27/2023 11:01:15 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Chase Yarber cyarber@honigman.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/27/2023 11:01:15 PM Viewed: 12/28/2023 4:38:59 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/27/2023 11:01:15 PM
Certified Delivered	Security Checked	12/28/2023 6:29:10 AM
Signing Complete	Security Checked	12/28/2023 6:32:55 AM
Completed	Security Checked	12/28/2023 6:32:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Celtic Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Celtic Bank:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [aquinn@celticbank.com](mailto:aquinn@celticbank.com)

#### **To advise Celtic Bank of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [aquinn@celticbank.com](mailto:aquinn@celticbank.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

#### **To request paper copies from Celtic Bank**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [aquinn@celticbank.com](mailto:aquinn@celticbank.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Celtic Bank**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [aquinn@celticbank.com](mailto:aquinn@celticbank.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### **Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ☐ I agree ☐ button below.

By checking the ☐ I Agree ☐ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Celtic Bank as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Celtic Bank during the course of my relationship with you.