

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1603728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (Second Lien)
CONVEYING PARTY DATA	
Name	Execution Date
CMG Media Corporation	11/01/2024
RECEIVING PARTY DATA	
Company Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	Global Capital Markets
Internal Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13675006
CORRESPONDENCE DATA	
Fax Number:	
<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:	6464781502
Email:	enathan@paulweiss.com, amtang@paulweiss.com
Correspondent Name:	Noemie Nathan
Address Line 1:	Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address Line 2:	1285 Avenue of the Americas
Address Line 4:	New York City, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	022896-00008
NAME OF SUBMITTER:	Noemie Nathan
SIGNATURE:	Noemie Nathan
DATE SIGNED:	11/01/2024
Total Attachments: 5	
source=IPSA - CMG Media Corporation - Patent Security Agreement (Executed)#page1.tiff	
source=IPSA - CMG Media Corporation - Patent Security Agreement (Executed)#page2.tiff	
source=IPSA - CMG Media Corporation - Patent Security Agreement (Executed)#page3.tiff	
source=IPSA - CMG Media Corporation - Patent Security Agreement (Executed)#page4.tiff	

THIS NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (SECOND LIEN) IS SUBJECT TO THE PROVISIONS OF (I) THE ISSUE DATE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT

Notice of Grant of Security Interest in Intellectual Property (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN), dated as of November 1, 2024 (this “Notice”), made by CMG Media Corporation, a Delaware corporation (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of November 1, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among CMG Media Corporation (f/k/a Terrier Media Buyer, Inc.) (the “Issuer”), each subsidiary of the Issuer identified therein and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Patent Collateral”):

all Patents of the United States of America, including those listed on Schedule I;

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor 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 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

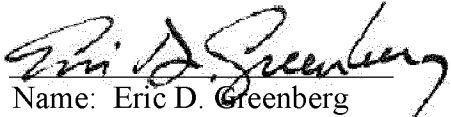
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

CMG MEDIA CORPORATION

By: 
Name: Eric D. Greenberg
Title: Vice President and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (Second Lien) in Patents

Patents Owned by CMG Media Corporation

U.S. Patent Registrations

Patent	Application No./ Filing Date	Patent No./ Issue Date	Owner
Systems and methods for conducting surveys	13675006 11/13/2012	9436947 9/6/2016	CMG Media Corporation ¹

¹ To be assigned from Cox Media Group Digital Development, Inc. to CMG Media Corporation to the extent not assigned as of the date hereof.