

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whip Networks, Inc.		09/26/2022	Corporation: DELAWARE
MediaMorph, Inc.		09/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC		
Street Address:	150 East 58th Street, 39th Floor		
Internal Address:	c/o Blue Torch Capital LP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88589016	MEDIAMORPH	
Serial Number:	97270822	THETVDB	
Serial Number:	97031520	TV TIME	
Serial Number:	97188014	WHIP MEDIA	
Serial Number:	97188018	WHIP MEDIA EXCHANGE	
Serial Number:	97268683	WM DEMAND SCORE	
Serial Number:	97268684	WM DEMAND SCORE POWERED BY WHIP MEDIA	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	115968-0007		

CH \$190.00 88589016

NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	09/30/2022
Total Attachments: 4 source=Blue Torch Agt#page1.tif source=Blue Torch Agt#page2.tif source=Blue Torch Agt#page3.tif source=Blue Torch Agt#page4.tif	

ASSIGNMENT FOR SECURITY – TRADEMARKS

September 26, 2022

WHEREAS, each of Whip Networks, Inc., a Delaware corporation and MediaMorph, Inc., a Delaware corporation (each, an “Assignor” and collectively, the “Assignors”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated September 26, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Blue Torch Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first written above.

WHIP NETWORKS, INC.

By: DocuSigned by:
Mike Weetman
Name: Mike Weetman
Title: Chief Financial Officer,
Secretary

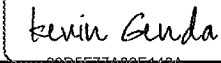
MEDIAMORPH, INC.

By: DocuSigned by:
Mike Weetman
Name: Mike Weetman
Title: Chief Financial Officer,
Secretary, Treasurer

ACCEPTED AND AGREED:

BLUE TORCH FINANCE LLC,
as Collateral Agent


By: Blue Torch Capital LP, its managing member

By: 
DocuSigned by: 88D5F77A88E142A...

Name: Kevin Genda

Title: CEO

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
MediaMorph, Inc.	MEDIAMORPH	42	88589016 22-AUG-2019	6007875 10-MAR-2020
Whip Networks, Inc.	THETVDB	41	97270822 16-FEB-2022	
Whip Networks, Inc.	TV TIME	9, 41	97031520 16-SEP-2021	
Whip Networks, Inc.	WHIP MEDIA	42	97188014 23-DEC-2021	
Whip Networks, Inc.	WHIP MEDIA EXCHANGE	35	97188018 23-DEC-2021	
Whip Networks, Inc.	WM DEMAND SCORE	42	97268683 15-FEB-2022	
Whip Networks, Inc.	WM DEMAND SCORE POWERED BY WHIP MEDIA 	42	97268684 15-FEB-2022	