

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PebblePost, Inc.		10/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTH MILL CAPITAL LLC		
Doing Business As:	SLR Business Credit		
Street Address:	821 Alexander Road, Suite 130		
City:	PRINCETON		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6139763	PDM	
Registration Number:	4892683	PEBBLEPOST	
Registration Number:	5089260	PEBBLEPOST	
Serial Number:	97019982	PEBBLEPOST	
Registration Number:	5494079	PROGRAMMATIC CATALOG	
Registration Number:	5102172	PROGRAMMATIC DIRECT	
Registration Number:	4924627	PROGRAMMATIC DIRECT MAIL	
Registration Number:	5106745	PROGRAMMATIC DIRECT MARKETING	
Registration Number:	5488404	PROGRAMMATIC POSTCARD	
Registration Number:	6134036	SURVIVE THE SORT	
CORRESPONDENCE DATA			
Fax Number:	6099190677		
<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:	6099176210		
Email:	pliberman@slrbusinesscredit.com		
Correspondent Name:	Patti Liberman		
Address Line 1:	821 Alexander Road, Suite 130		
Address Line 4:	PRINCETON, NEW JERSEY 08540		

OP \$265.00 6139763

NAME OF SUBMITTER:	Patti S. Liberman
SIGNATURE:	/Patti S. Liberman/
DATE SIGNED:	10/26/2022
Total Attachments: 9 source=PebblePost - Collateral Assignment (Security Agreement)#page1.tif source=PebblePost - Collateral Assignment (Security Agreement)#page2.tif source=PebblePost - Collateral Assignment (Security Agreement)#page3.tif source=PebblePost - Collateral Assignment (Security Agreement)#page4.tif source=PebblePost - Collateral Assignment (Security Agreement)#page5.tif source=PebblePost - Collateral Assignment (Security Agreement)#page6.tif source=PebblePost - Collateral Assignment (Security Agreement)#page7.tif source=PebblePost - Collateral Assignment (Security Agreement)#page8.tif source=PebblePost - Collateral Assignment (Security Agreement)#page9.tif	

**COLLATERAL ASSIGNMENT
(Security Agreement)**

WHEREAS, PEBBLEPOST, INC., a Delaware corporation ("**Assignor**"), located and doing business at 400 Lafayette Street, Floor 2, New York, New York 10003, is the owner of certain patents and trademarks some of which are registered in the United States Patent and Trademark Office.

WHEREAS, NORTH MILL CAPITAL LLC, a Delaware limited liability company, d/b/a **SLR Business Credit** ("**Assignee**"), located and doing business 821 Alexander Road, Suite 130, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Revolving Credit Master Promissory Note dated October 25, 2022 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Note**") evidencing the present and future advances of credit by Assignee to Assignor and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

WHEREAS, Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated October 25, 2022 (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, 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 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 provide 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 (other than inchoate indemnity 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.

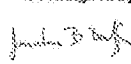
9. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Loan Agreement.

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 25 day of October, 2022.

PEBBLEPOST, INC.

DocuSigned by:

By: _____
Name: Jonathan Burleigh
Title: Chief Financial Officer

**NORTH MILL CAPITAL LLC d/b/a
SLR Business Credit**

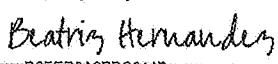
DocuSigned by:

By: _____
Name: Beatriz Hernandez
Title: Executive Vice President

Exhibit A - Patents

U.S. Patents and Patent Applications

Jurisdiction of Registration	Reg./Serial No.	Date of Registration
USA	16/149,805	10/2/18
USA	16/539,997	8/13/19

Exhibit A-1 – Trademarks

U.S. Trademarks and Trademark Applications

Mark	Reg./App. No.	Goods/Services	Registration Date	Status of Section 8/15 filings	Renewal Date
PDM	6,139,763 88/568,485	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management 42 - Software as a service (SAAS) services featuring software for use in tracking and analyzing online activity for use in the development and implementation of targeted marketing campaigns; software as a service (SAAS) services featuring software for monitoring, analyzing, managing, and optimizing direct marketing campaigns	Registered Sep. 01, 2020	AFFIDVT OF USE 8 & 15 9/1/2026	9/1/2030
PEBBLEPOST US	4,892,683 86/669,641	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management 42 - Software as a service (SAAS) services featuring software for use in tracking and analyzing online activity for use in the development and implementation of targeted marketing campaigns; software as a service (SAAS) services featuring software for monitoring, analyzing, managing, and optimizing direct marketing campaigns	26 Jan 2016	N/A	1/26/2026

PEBBLEPOST AND DESIGN US	5,089,260 86/775,598	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management 42 - Software as a service (SAAS) services featuring software for use in tracking and analyzing online activity for use in the development and implementation of targeted marketing campaigns; software as a service (SAAS) services featuring software for monitoring, analyzing, managing, and optimizing direct marketing campaigns	29 Nov 2016	AFFIDVT OF USE 8 & 15 11/29/2022	11/29/2026
PEBBLEPOST DESIGN	97/019.982	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management	Application pending		
PROGRAMMATIC CATALOG US	5,494,079 87/268,430	35 - Marketing services; direct marketing services; direct mail advertising services; dissemination of advertising matter; creation and distribution of dynamically rendered direct mail advertising matter	12 Jun 2018	AFFIDVT OF USE 8 & 15 6/12/2024	6/12/2028
PROGRAMMATIC DIRECT US	5,102,172 86/744,685	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management	13 Dec 2016	AFFIDVT OF USE 8 & 15 12/13/2022	12/13/2026
PROGRAMMATIC DIRECT MAIL US	4,924,627 86/669,648	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management	22 Mar 2016	N/A	3/22/2026

		42 - Software as a service (SAAS) services featuring software for use in tracking and analyzing online activity for use in the development and implementation of targeted marketing campaigns; software as a service (SAAS) services featuring software for monitoring, analyzing, managing, and optimizing direct marketing campaigns			
PROGRAMMATIC DIRECT MARKETING US	5,106,745 86/744,686	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management 42 - Software as a service (SAAS) services featuring software for use in tracking and analyzing online activity for use in the development and implementation of targeted marketing campaigns; software as a service (SAAS) services featuring software for monitoring, analyzing, managing, and optimizing direct marketing campaigns	20 Dec 2016	AFFIDVT OF USE 8 & 15 12/20/2022	12/20/2026
PROGRAMMATIC POSTCARD US	5,488,404 87/318,958	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services in the nature of advertising; dissemination of advertising matter; creation and distribution of dynamically rendered direct mail advertising matter 42 - Software as a service (SAAS) services featuring software for use in the implementation of targeted direct mail campaigns; software as a	05 Jun 2018	AFFIDVT OF USE 8 & 15 6/5/2024	6/5/2028

		service (SAAS) services featuring software for managing and optimizing direct marketing campaigns			
SURVIVE THE SORT US	6,134,036 88/568,422	35 - Marketing services; direct marketing services; direct mail advertising services; direct mail services; dissemination of advertising matter; direct mail logistics management	25 Aug 2020	AFFIDVT OF USE 8 & 15 8/25/2026	8/25/2030