

Exhibit 7

(Filed Publicly Pursuant to Order)

NATIVE DOCUMENT PLACEHOLDER

Please review the native document BDE159684.msg

From: Mike Weiss <mw@pweb.com>
To: Jeffrey Gersh <jgersh@stubbalderton.com>
CC: Anthony Neumann <aneumann@brilliantdigital.com>
BCC:
Subject: 3 more - PWEB Amended & Restated Secured Promissory Notes
Sent: 04/05/2021 06:02 PM
Received: 04/05/2021 06:02 PM
Attachments: GFS - BDE Secured Revolving Note.docx;PWeb - Amended and Restated BDE Note.docx;PersonalWeb Technologies - ECA - Note (3-6-14).docx

From: Mike Weiss
Sent: Monday, April 5, 2021 6:02 PM PDT
To: Jeffrey Gersh
CC: Anthony Neumann
Subject: 3 more - PWEB Amended & Restated Secured Promissory Notes
Attachments: PWeb - Amended and Restated BDE Note.docx, GFS - BDE Secured Revolving Note.docx, PersonalWeb Technologies - ECA - Note (3-6-14).docx

I believe I also omitted these doc:s

On Apr 5, 2021, at 5:14 PM, Mike Weiss <mw@pweb.com> wrote:
<Secured Revolving Promissory Note (MW Signed).pdf>
On Apr 5, 2021, at 5:10 PM, Mike Weiss <mw@pweb.com> wrote:
<PersonalWeb - Fourth Amended and Restated Note (BDE) [Executed].pdf>
<PersonalWeb - Fourth Amended and Restated Note (Monto) [Executed].pdf>
<PersonalWeb - Third Amended and Restated Note (Claria) [Executed].pdf>
<PersonalWeb - Third Amended and Restated Note (ECA) [Executed].pdf>
<PersonalWeb - Third Amended and Restated Note (BDE).pdf>
<PersonalWeb - Third Amended and Restated Note (Topodia).pdf>
<PersonalWeb - Second Amended and Restated Note (Claria).pdf>
<PersonalWeb - Second Amended and Restated Note (ECA).pdf>
<AR Promissory Note-v3.docx>
<PWeb - Amended and Restated Note (Claria).docx>
<PWeb - Amended and Restated Note (ECA).docx>

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\$3,000,000.00

Executed March __, 2016
Effective as of January 1, 2016
Los Angeles, California

GLOBAL FILE SYSTEMS, INC

**SECURED REVOLVING
PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, GLOBAL FILE SYSTEMS, INC., a Delaware corporation (the "**Borrower**"), promises to pay to the order of BRILLIANT DIGITAL ENTERTAINMENT, INC., a Delaware corporation (hereafter, together with any holder hereof, called "**Lender**"), immediately upon demand by Lender or, if no such demand is previously made, on December 31, 2018 (the "**Maturity Date**") (in accordance with the terms herein) at such place as Lender may designate in writing to Borrower, in lawful money of the United States of America, and in immediately available funds, such amount as may from time to time be (a) advanced by Lender to Borrower, (b) paid by Lender on behalf of Borrower or (c) allocated to Borrower for expenses incurred by Lender on behalf of Borrower ("**Advances**"), plus interest as hereinafter provided. Such Advances may be endorsed on the Schedule of Advances attached hereto. The Schedule of Advances will be updated on a quarterly basis to reflect the Advances made during such quarter, but the failure to make such notations shall not affect the validity of Borrower's obligation to repay unpaid principal and interest hereunder.

Subject to the terms hereof, Lender may, in its absolute discretion, but shall not be required to, make Advances to, or on behalf of, Borrower, up to a maximum principal amount of \$3,000,000.00 (the "**Maximum Amount**"). On or prior to the date of this Secured Revolving Promissory Note (this "**Note**"), Lender has advanced funds to, or on behalf of, Borrower, which funds constitute Advances within the meaning of this Note and shall be subject to repayment by Borrower in accordance with the terms of this Note. When applicable, Borrower shall give Lender irrevocable written notice requesting an Advance at least five (5) business days before the date on which Borrower wishes to receive the Advance (unless a shorter period is consented to by Lender). Notwithstanding any term or provision of this Note that may be construed to the contrary, at no time shall Lender be required to make an Advance hereunder if (a) an Event of Default (as defined below) shall have occurred; or (b) the Lender determines, in its absolute discretion, not to make such Advance.

Interest shall accrue on the outstanding principal amount of each Advance from and after the last day of the calendar quarter during which such Advance was made (as set forth on the Schedule of Advances attached hereto), until maturity or default as hereinafter provided, at a rate per annum equal to ten percent (10%). If, however, an interest rate of ten percent (10%) is not allowable under California law, then interest shall accrue on the principal amount of this Note from time to time at a rate per annum equal to the highest maximum allowable percentage rate under California law. Interest shall be computed on the daily outstanding principal balance hereunder on the basis of a three hundred sixty (360)-day year, as the case may, counting the number of actual days elapsed. The principal balance of all Advances then outstanding, together

with all accrued but unpaid interest thereon shall be due and payable on the Maturity Date or on such earlier date on which the maturity hereof is accelerated pursuant to the provisions hereof.

From and after the occurrence of an Event of Default, interest shall accrue on any amounts past due hereunder (whether by acceleration, maturity or otherwise) at a rate to five percent (5%) per annum in excess of the interest rate otherwise payable hereunder. All such interest accruing on amounts past due hereunder shall be due and payable on demand.

The loan represented by this Note is a revolving credit line such that, during the term hereof, Borrower may borrow (if Lender agrees to loan), repay and re-borrow (if Lender agrees to loan) from time to time hereunder, subject to the terms and conditions set forth herein; provided, however, that the aggregate principal amount outstanding hereunder may increase or decrease, but shall never exceed the Maximum Amount. Borrower, at its option, may repay or prepay all or any portion of the outstanding principal amount on the Advances, together with all accrued and unpaid interest, at any time without penalty by giving Lender at least one (1) business day's prior written notice of any such prepayment. All payments received by Lender shall be applied first, to fees, costs and expenses that may be due to Lender, second, to accrued and unpaid interest under the Advances and third, to the outstanding principal balance of the Advances.

Notwithstanding any provision to the contrary contained in this Note, Borrower shall not be required to pay, and Lender shall not be permitted to collect any amount of interest in excess of the maximum amount of interest permitted by law ("**Excess Interest**"). If any Excess Interest is provided for or determined by a court of competent jurisdiction to have been provided for in this Note, then in such event: (a) the provisions of this paragraph shall govern and control; (b) Borrower shall not be obligated to pay any Excess Interest; (c) any Excess Interest that Lender may have received hereunder shall be, at Lender's option, applied as a credit against the outstanding principal balance of this Note or the accrued and unpaid interest (not to exceed the maximum amount permitted by law), or refunded to the payor thereof, or any combination of the foregoing; (d) the interest rate provided for herein shall be automatically reduced to the maximum lawful rate allowed from time to time under applicable law (the "**Maximum Rate**"), and this Note shall be deemed to have been and shall be, reformed and modified to reflect such reduction; and (e) Borrower shall not have any action against Lender for any damages arising out of the payment or collection of any Excess Interest. Notwithstanding the foregoing, if, for any period of time, interest on this Note is calculated at the Maximum Rate rather than the applicable rate under this Note, and thereafter the Maximum Rate exceeds the applicable rate, the rate of interest payable on this Note shall become the Maximum Rate until Lender shall have received the amount of interest which Lender would have received during such period on this Note had the rate of interest not been limited to the Maximum Rate during such period.

Each of the following events shall constitute an "**Event of Default**" under this Note: (a) failure of Borrower to pay any principal, interest or other amount due hereunder within five (5) business days of the date due, or Borrower shall in any way fail to comply with the other terms, covenants or conditions contained in this Note, when such failure continues for a period of five (5) days following notice thereof from Lender; (b) Borrower shall (i) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect); (ii) file a petition seeking to take advantage of any other laws, domestic or

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