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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**SCHEDULE 13D**  
(Rule 13d-101)

**Information to be Included in Statements Filed Pursuant to §240.13d-1(a) and Amendments  
Thereof Pursuant to §240.13d-2(a)**

**Under the Securities Exchange Act of 1934  
(Amendment No. 2)\***

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**Cogint, Inc.**  
(Name of Issuer)

**Common Stock, par value \$0.0005 per share**  
(Title of Class of Securities)

**19241Q101**  
(CUSIP Number)

**Daniel Barsky, Esq.**  
**Cogint, Inc.**  
**33 Whitehall Street, 15th Floor**  
**New York, NY 10004**  
**(646) 669-7272**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**March 12, 2018**  
(Date of Event which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note.** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	NAMES OF REPORTING PERSONS  Michael Brauser	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions)  OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER  6,474,895
	8.	SHARED VOTING POWER  3,585,258 (1)
	9.	SOLE DISPOSITIVE POWER  6,474,895
	10.	SHARED DISPOSITIVE POWER  3,585,258 (1)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  10,060,153 (1)	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  13.2%(2)	
14.	TYPE OF REPORTING PERSON (see instructions)  IN	

- (1) Includes (i) 2,185,345 shares held by Grander, of which Michael Brauser is the trustee; (ii) 1,373,646 shares held by Birchtree Capital, LLC of which Michael Brauser is the manager ("Birchtree"); (iii) 18,137 shares held by Betsy and Michael Brauser Charitable Family Foundation, Inc., of which Mr. Brauser is a director; and (iv) 8,130 shares held by BSIG LLC, an entity over which Michael Brauser exercises investment control.
- (2) Based on 75,941,291 shares of the Company's common stock outstanding as of March 19, 2018.

1.	NAMES OF REPORTING PERSONS  Grander Holdings, Inc. 401K	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions)  OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER
	8.	SHARED VOTING POWER  2,185,345 (1)
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER  2,185,345 (1)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,185,345 (1)	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.9%(2)	
14.	TYPE OF REPORTING PERSON (see instructions)  OO	

- (1) Includes 2,185,345 shares held by Grander, of which Michael Brauser is the trustee. Excludes shares held by (i) any of the Separately Filing Group Members (as defined below) and (ii) any other stockholder party to the Stockholders' Agreement (as defined below) not filing a Schedule 13D, as to which Michael Brauser disclaims beneficial ownership.
- (2) Based on 75,941,291 shares of the Company's common stock outstanding as of March 19, 2018.

1.	NAMES OF REPORTING PERSONS  Birchtree Capital, LLC	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions)  OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER
	8.	SHARED VOTING POWER  1,373,646(1)
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER  1,373,646(1)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,373,646(1)	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.8%(2)	
14.	TYPE OF REPORTING PERSON (see instructions)  OO	

- (1) Includes 1,373,646 shares held by Birchtree of which Michael Brauser is the manager. Excludes shares held by (i) any of the Separately Filing Group Members (as defined below) and (ii) any other stockholder party to the Stockholders' Agreement (as defined below) not filing a Schedule 13D, as to which Michael Brauser disclaims beneficial ownership.
- (2) Based on 75,941,291 shares of the Company's common stock outstanding as of March 19, 2018.

**Item 1. Security and Issuer.**

Item 1 is amended by adding the following paragraph to the end of the item:

This Amendment No. 2 (the "Amendment") amends and supplements the Schedule 13D/A filed on February 20, 2018, which amended and supplemented the Schedule 13D filed on March 29, 2016 by Michael Brauser, an individual residing in the State of Florida, Grander, a profit sharing plan incorporated in Florida, of which Mr. Brauser is the trustee, and Birchtree, a Florida limited liability company, of which Mr. Brauser is the manager (collectively, the "Reporting Persons"), with respect to shares of common stock, par value \$0.0005 per share, of Cogint, Inc., a Delaware corporation (the "Issuer"), formerly known as IDI, Inc., the successor to Tiger Media, Inc., SearchMedia Holdings Limited, Ideation Acquisition Corp. ("Ideation") and ID Arizona Corp. ("ID Arizona"). The principal executive offices of the Issuer are located at 2650 North Military Trail, Suite 300, Boca Raton, Florida 33431.

**Item 2. Identity and Background.**

Item 2 is deleted in its entirety and replaced with the following text:

This Amendment is being filed jointly on behalf of the Reporting Persons.

In connection with the Spin-off as further described below, the Reporting Persons are a party to the Stockholders' Agreement with the Separately Filing Group Members (as defined below) and certain non-reporting stockholders, effective as of March 26, 2018 (the "Effective Date"), pursuant to which, among other things, the parties thereto agree to vote in favor of the Ryan Schulke's nominees for the Issuer's board of directors (the "Stockholders' Agreement"). As a result, the Reporting Persons may be deemed to be a member of a "group" within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, Ryan Schulke and certain of his affiliates, and Matthew Conlin and certain of his affiliates (collectively, the "Separately Filing Group Members"). It is the understanding of the Reporting Persons that certain of the Separately Filing Group Members are each filing separate Schedule 13Ds under the Exchange Act when required to do so.

Previously, the Reporting Persons and the Separately Filing Group Members were party to that certain stockholders' agreement, dated as of December 8, 2015, by and among IDI, Inc., the former stockholders of Fluent, Inc., Frost Gamma Investments Trust, James Reilly, Derek Dubner, Marlin Capital Investments, LLC and Michael Brauser, which was terminated on the Effective Date, and is superseded by the Stockholders' Agreement.

The principal business address of the Reporting Persons is 2650 North Military Trail, Suite 300, Boca Raton, FL 33431. Mr. Brauser's principal occupation is Manager of Marlin Capital Partners, LLC, a private investment company. Mr. Brauser is a United States citizen.

During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 is amended by adding the following paragraph to the end of the item:

This Amendment is being filed to reflect changes in beneficial ownership of the Reporting Persons that have occurred as a result of vesting of an aggregate of 3,641,665 Restricted Stock Units ("RSUs") on March 12, 2018, which resulted in the issuance of 3,641,665 shares of the Issuer's common stock to the Reporting Persons on March 12, 2018, and a change in the Reporting Persons' percentage of beneficial ownership by more than 1%.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is deleted in its entirety and replaced with the following text:

(a) The Reporting Persons are the beneficial owners of 10,060,153 shares of Common Stock of the Issuer, in the aggregate, representing 13.2% of the Issuer's Common Stock.

As of the date hereof, Michael Brauser beneficially owned 10,060,153 shares of common stock of the Issuer, representing 13.2% of the Issuer's common stock, which includes (i) 2,185,345 shares held by Grander of which Michael Brauser is the trustee; (ii) 1,373,646 shares held by Birchtree, of which Michael Brauser is the manager; (iii) 18,137 shares held by Betsy and Michael Brauser Charitable Family Foundation, Inc., of which Mr. Brauser is a director; and (iv) 8,130 shares held by BSIG LLC, an entity over which Michael Brauser exercises investment control.

The parties to the Stockholders' Agreement, including the Reporting Person and the Separately Filing Group Members, may be deemed part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act. Accordingly, such group collectively may beneficially own 31.4% of the 75,941,291 shares of common stock outstanding. Shares of common stock listed as beneficially owned by the Reporting Person excludes shares of common stock held by any of the other parties to the Stockholders' Agreement, including the Separately Filing Group Members, as to which the Reporting Person disclaims beneficial ownership.

As of the date hereof, Grander beneficially owned 2,185,345 shares of common stock of the Issuer, representing 2.9% of the Issuer's common stock.

As of the date hereof, Birchtree beneficially owned 1,373,646 shares of common stock of the Issuer, representing 1.8% of the Issuer's common stock.

The percentage of beneficial ownership is based upon 75,941,291 shares of Common Stock outstanding as of March 19, 2018.

(b) The information contained on the cover page to this Amendment is incorporated herein by reference.

(c) Transactions in the Issuer's securities effected by the Reporting Persons during the past sixty days:

On February 13, 2018, the Reporting Persons purchased an aggregate of 20,000 shares of the Issuer's common stock in multiple transactions at prices ranging from \$2.75 to \$3.15, with a weighted average price per share of \$2.85.

There were no additional transactions in the last 60 days.

(d)-(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 is amended by adding the following paragraphs to the end of the item:

On March 26, 2018, in connection with a spin-off transaction (the "Spin-off") of the Issuer, 100% of the common stock of Red Violet, Inc. ("Red Violet"), formerly a wholly-owned subsidiary of the Issuer, was distributed pro rata to holders of the Issuer's common stock and certain warrants. Holders of the Issuer's common stock received one share of the Issuer's common stock for each 7.5 shares of cogint common stock held as of the close of business on March 19, 2018, the record date for the Spin-off (the "Record Date").

Before the Record Date, the Issuer accelerated the vesting of all outstanding RSUs and stock options owned by employees or independent contractors of the Issuer and delivered all shares of common stock underlying such RSUs and stock options exercised before the Record Date, so that such shares participated in the Spin-off pro rata.

As of the Effective Date, in connection with the Spin-off, certain stockholders of cogint entered into the Stockholders' Agreement, pursuant to which the parties thereto agree to vote in a certain manner on specified matters, including the agreement to vote in favor of the Reporting Persons' nominees for each of the Issuer and Red Violet's board of directors.

#### **Item 7. Materials to be Filed as Exhibits.**

Exhibit 99.1 Joint Filing Agreement, dated as of April 6, 2018 by and among the Reporting Persons.

Exhibit 99.2 Stockholders' Agreement, dated March 26, 2018, by and among Ryan Schulke, RSMC Partners LLC, Matthew Conlin, Matthew Conlin Grantor Retained Annuity Trust, Conlin Family Foundation, Sean Cullen, Matthew Koncz, Michael Brauser, BirchTree Capital, LLC, and Grander Holdings, Inc. 401K.

**Signatures**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 6, 2018

By: /s/ Michael Brauser  
Michael Brauser

**GRANDER HOLDINGS, INC. 401K**

Dated: April 6, 2018

By: /s/ Michael Brauser  
Michael Brauser, Trustee

**BIRCHTREE CAPITAL, LLC**

Dated: April 6, 2018

By: /s/ Michael Brauser  
Michael Brauser, Manager

**JOINT FILING AGREEMENT**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D/A is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D/A will be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each will be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but will not be responsible for the completeness and accuracy of the information concerning the other, except to the extent that it knows or has reason to believe that such information is not accurate. It is understood and agreed that a copy of this Joint Filing Agreement will be attached as an exhibit of the foregoing statement on Schedule 13D/A.

Dated: April 6, 2018

By: /s/ Michael Brauser  
Michael Brauser**GRANDER HOLDINGS, INC. 401K**

Dated: April 6, 2018

By: /s/ Michael Brauser  
Michael Brauser, Trustee**BIRCHTREE CAPITAL, LLC**

Dated: April 6, 2018

By: /s/ Michael Brauser  
Michael Brauser, Manager



## STOCKHOLDERS' AGREEMENT

This STOCKHOLDERS' AGREEMENT (this "**Agreement**"), is made and entered into as of March 26, 2018, but shall become effective as of the Spin-Off Date, by and among the Persons listed on Schedule I attached hereto (collectively, the "**Stockholders**").

WHEREAS, prior to the execution of this Agreement, Cogint, Inc., a Delaware corporation ("**Cogint**"), and Red Violet, Inc., a Delaware corporation ("**Red Violet**"), have entered into a Separation and Distribution Agreement, dated as of February 27, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Separation Agreement**"), pursuant to which, among other things, Cogint will distribute shares of common stock, par value \$0.0001 per share, of Red Violet ("**RV Common Stock**"), to its stockholders and certain holders of derivative securities (the "**Spin-Off**");

WHEREAS, the Stockholders are the record owners and/or Beneficial Owners of shares of common stock, par value \$0.0005 per share, of Cogint ("**Cogint Common Stock**"); and

WHEREAS, in connection with the Spin-Off and the other transactions contemplated by the Separation Agreement, the parties desire to set forth certain rights and obligations of the parties from and after the Spin-Off.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### DEFINITIONS

The following capitalized terms, as used in this Agreement, shall have the meanings set forth below.

"**Affiliate**" means, with respect to any Person, any (a) director, officer, limited or general partner, member or stockholder holding five percent (5%) or more of the outstanding capital stock or other equity interests of such Person, (b) spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of a Person specified in clause (a) above relating to such Person) and (c) other Person that, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

"**Beneficial Ownership**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act. The terms "**Beneficially Own**", "**Beneficially Owned**" and "**Beneficial Owner**" shall each have a correlative meaning.

"**Control**" means (including, with correlative meanings, "**controlled by**" and "**under common control with**"), with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Equity Securities**” means all shares of capital stock of Cogint, including, without limitation, all securities convertible into or exchangeable for shares of capital stock of Cogint, and all options, warrants, and other rights to purchase or otherwise acquire from Cogint shares of such capital stock, including any stock appreciation or similar rights, contractual or otherwise.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Fluent Stockholders**” means Ryan Schulke, Matthew Conlin, Sean Cullen, Matthew Koncz, and their respective Affiliates (including without limitation those Stockholders listed on Schedule I attached hereto that are such Affiliates).

“**Governmental Authority**” means any government, governmental or quasi-governmental authority, or any regulatory entity or body, department, commission, board, agency, instrumentality, taxing authority, political subdivision, bureau, and any court, tribunal, or judicial body, in each case whether supranational, national, federal, state, municipal, county or provincial, and whether local or foreign.

“**Law**” shall mean any and all applicable federal, state, local, municipal, foreign or other law, statute, constitution, ordinance, code, regulation, ruling or other legal requirement enacted, adopted, implemented or otherwise in effect by or under the authority of any Governmental Authority, including, without limitation, any applicable rule or regulation of a National Securities Exchange.

“**Legal Proceeding**” means any claim, action, charge, lawsuit, litigation, arbitration, hearing or proceeding that has been made public or of which written notice has been received, administrative enforcement proceeding or other similarly formal legal proceeding (including civil, criminal, administrative or appellate proceeding) commenced, brought, conducted or heard by or pending before any Governmental Authority, arbitrator, mediator or other tribunal.

“**National Securities Exchange**” means a securities exchange that has registered with the SEC under Section 6 of the Exchange Act, including the NASDAQ Capital Market.

“**Person**” means any individual, corporation (including any non-profit corporation), limited liability company, joint stock company, general partnership, limited partnership, limited liability partnership, estate, trust, firm, Governmental Authority or other enterprise, association, organization, entity or “group” (as defined in Section 13(d)(3) of the Exchange Act).

“**Principal Stockholders**” means Michael Brauser, Birchtree Capital LLC, Grandeur Holdings, Inc. 401(K) and their respective Affiliates (including without limitation those Stockholders listed on Schedule I attached hereto that are such Affiliates).

“**SEC**” means the United States Securities and Exchange Commission or any successor thereto.

“**Spin-Off Date**” means the date on which the Spin-Off is effective pursuant to the terms of the Separation Agreement.

**ARTICLE II**

**VOTING AGREEMENT**

**2.1. Voting.**

(a) From and after the Spin-Off Date, and until this Agreement is terminated in accordance with its terms, each of the undersigned Principal Stockholders covenants and agrees that it and its Affiliates will vote all shares of Cogint Common Stock Beneficially Owned by it or its Affiliates for the election to the board of directors of Cogint of director nominee(s) as directed by Ryan Schulke in a written notice delivered to such Principal Stockholders at least two (2) days prior to any applicable vote, and the Principal Stockholders shall not cast any vote or deliver any proxy prior to the receipt of such notice or that is otherwise inconsistent with this section. The obligations of any Principal Stockholder under this Section 2.1(a) shall terminate upon the sale or transfer of such Principal Stockholder's shares of Cogint Common Stock to a third party who is not an Affiliate of such Stockholder.

(b) From and after the Spin-Off Date, and until this Agreement is terminated in accordance with its terms, each of the undersigned Fluent Stockholders covenants and agrees that it and its Affiliates will vote all shares of RV Common Stock Beneficially Owned by it or its Affiliates for the election to the board of directors of Red Violet of director nominee(s) as directed by Michael Brauser in a joint written notice delivered to such Fluent Stockholders at least two (2) days prior to any such vote, and the Fluent Stockholders shall not cast any vote or deliver any proxy prior to the receipt of such notice or that is otherwise inconsistent with this section. The obligations of any Fluent Stockholder under this Section 2.1(b) shall terminate upon the sale or transfer of such Fluent Stockholder's shares of RV Common Stock to a third party who is not an Affiliate of such Stockholder.

**2.2. Restrictions on Other Agreements.**

No Stockholder shall grant any proxy or enter into or agree to be bound by any voting trust, agreement or arrangement of any kind with any Person with respect to any Equity Securities of Cogint Beneficially Owned by it if and to the extent the terms thereof conflict with the provisions of this Agreement (whether or not such proxy, voting trust, agreements or arrangements are with other Stockholders or holders of Equity Securities that are not parties to this Agreement or otherwise). Each Stockholder (to the extent permitted by applicable Law) shall take all necessary actions within its power to cause Cogint to comply with the provisions of this Agreement.

**ARTICLE III**

**MISCELLANEOUS**

**3.1. Term and Termination.**

This Agreement shall only become effective on the Spin-Off Date, and shall terminate and be of no further force and effect upon the earlier to occur of: (a) the termination of the Separation Agreement, and (b) such date on which the Fluent Stockholders cease to collectively

Beneficially Own at least thirty percent (30%) of the shares of Cogint Common Stock Beneficially Owned by them as of the date hereof. Notwithstanding the foregoing, Section 3.1(b) shall survive any termination of this Agreement, provided that the Spin-Off Date has occurred.

3.2. **Successors and Assigns; No Third Party Beneficiaries.** No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns, provided that it will not be binding upon any third-party transferee of any Stockholder's shares of Cogint Common Stock or RV Common Stock who is not an Affiliate of such Stockholder. The parties agree that this Agreement is solely for the benefit of the other parties in accordance with and subject to the terms of this Agreement. This Agreement is not intended to, and will not, confer upon any other Person any rights or remedies hereunder.

3.3. **Amendment; Waiver.** Subject to applicable Law and subject to the other provisions of this Agreement, this Agreement may be amended by the parties at any time by execution of an instrument in writing signed on behalf of each of the parties. At any time and from time to time prior to the termination of this Agreement, any party may, to the extent legally allowed and except as otherwise set forth herein, (a) extend the time for the performance of any of the obligations or other acts of any other party, as applicable; (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and (c) subject to the requirements of applicable Law, waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party to any such extension or waiver will be valid only if set forth in an instrument in writing signed by such party. Any delay in exercising any right pursuant to this Agreement will not constitute a waiver of such right.

3.4. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given (a) on the date of delivery, if delivered in person or by email (upon confirmation of receipt) if received prior to 5:00 p.m. New York time on a business day or, if received after 5:00 p.m. New York time, on the next following business day, or (b) on the first business day following the date of dispatch, if delivered by a recognized overnight courier service (upon proof of delivery), addressed as follows:

If to a Stockholder:

To the address set forth opposite such Stockholder's name on Schedule I attached hereto.

3.5. **Specific Performance.** Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at Law would be adequate and agrees that the parties, in addition to any other remedy to which they may be entitled at Law or in equity, shall be entitled to specific performance of this Agreement without the posting of bond.

**3.6. Entire Agreement.** This Agreement and the documents and instruments between the parties hereto as contemplated by or referred to herein constitute the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the parties hereto and their respective Affiliates with respect to the subject matter hereof and thereof.

**3.7. Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties hereto further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

**3.8. Governing Law.**

(a) This Agreement is governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Law thereof.

(b) Each of the parties (i) to the fullest extent permitted by Law, irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts (as defined below)) in any Legal Proceeding relating to this Agreement or the transactions contemplated hereby, for and on behalf of itself or any of its properties or assets, in accordance with Section 3.4 or in such other manner as may be permitted by applicable Law, and nothing in this Section 3.8 will affect the right of any party to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any other state or federal court within the State of Delaware) (the “**Chosen Courts**”) in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts. The Stockholders agree that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES AND AGREES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.8.

**3.9. Counterparts.** This Agreement and any amendments hereto may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

3.10. **Schedule 13G/D.** In accordance with the requirements of Rule 13d-1 under the Exchange Act, and subject to the limitations set forth therein, each of the parties hereto agrees to file an appropriate Schedule 13G or Schedule 13D, as required by applicable Law, no later than 10 calendar days following the date hereof with respect to Cogint or Red Violet, as applicable. Except as provided for in this Agreement or as otherwise agreed in writing by the Fluent Stockholders representing a majority in voting power of the Cogint Common Stock then held by all Fluent Stockholders, until this Agreement is terminated in accordance with its terms, none of the Principal Stockholders shall take any action (or fail to take any action), having the purpose or effect of changing or influencing control of Cogint, or in connection with or as a participant in any transaction having that purpose or effect, provided that nothing in this Section 3.10 shall affect or limit such Principal Stockholders' ability to vote or dispose of their shares of Cogint Common Stock. Except as provided for in this Agreement or as otherwise agreed in writing by Michael Brauser, until this Agreement is terminated in accordance with its terms, none of the Fluent Stockholders shall take any action (or fail to take any action), having the purpose or effect of changing or influencing control of Red Violet, or in connection with or as a participant in any transaction having that purpose or effect, provided that nothing in this Section 3.10 shall affect or limit such Fluent Stockholders' ability to vote or dispose of their shares of RV Common Stock.

3.11. **Further Assurances.** At any time or from time to time after the date hereof, the parties hereto agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as any other party may reasonably request in order to evidence or effectuate the provisions of this Agreement.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ RYAN SCHULKE

**RYAN SCHULKE**

**RSMC PARTNERS LLC**

By: /s/ Ryan Schulke

Name: Ryan Schulke

Title: Managing Member

*[Signature Page to Stockholders Agreement]*



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ MATTHEW CONLIN

**MATTHEW CONLIN**

**MATTHEW CONLIN 2017 GRANTOR RETAINED  
ANNUITY TRUST**

By: /s/ Matthew Conlin

Name: Matthew Conlin

Title: Trustee

**CONLIN FAMILY FOUNDATION**

By: /s/ Matthew Conlin

Name: Matthew Conlin

Title: Co-Trustee

*[Signature Page to Stockholders Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ SEAN CULLEN  
**SEAN CULLEN**

---

*[Signature Page to Stockholders Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ MATTHEW KONCZ  
**MATTHEW KONCZ**

---

*[Signature Page to Stockholders Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ MICHAEL BRAUSER  
**MICHAEL BRAUSER**

*[Signature Page to Stockholders Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**BIRCHTREE CAPITAL, LLC**

By: /s/ Michael Brauser

Name: Michael Brauser

Title: Manager

*[Signature Page to Stockholders Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**GRANDER HOLDINGS, INC. 401K**

By: /s/ Michael Brauser

Name: Michael Brauser

Title: Trustee

*[Signature Page to Stockholders Agreement]*

## Stockholders

<u>Stockholder</u>	<u>Address</u>
Ryan Schulke*	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Ryan Schulke E-mail: rschulke@fluentco.com
RSMC Partners LLC	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Ryan Schulke and Matthew Conlin E-mail: rschulke@fluentco.com
Matthew Conlin	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Matthew Conlin E-mail: mconlin@fluentco.com
Matthew Conlin 2017 Grantor Retained Annuity Trust	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Matthew Conlin E-mail: mconlin@fluentco.com
Conlin Family Foundation	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Matthew Conlin E-mail: mconlin@fluentco.com
Sean Cullen	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Sean Cullen E-mail: [                    ]
Matthew Koncz	Cogint, Inc. 33 Whitehall Street, 15th Floor New York, NY 10004 Attn: Matthew Koncz E-mail: [                    ]
Michael Brauser**	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser E-mail: mike@marlincapital.com
Birchtree Capital, LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser E-mail: mike@marlincapital.com
Grander Holdings, Inc. 401K	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser E-mail: mike@marlincapital.com

\* Mr. Schulke's father owns certain restricted stock units in Cogint and shares of Cogint Common Stock. Mr. Schulke's father will not be deemed an Affiliate of Mr. Schulke for purposes of Section 2.1(b) of this Agreement except to the extent of any Cogint Common Stock transferred to him by Mr. Schulke or his Affiliates.

\*\* BSIG LLC is owned and controlled 50% by Mr. Brauser. Mr. Brauser agrees to cause any shares of Cogint Common Stock Beneficially Owned by BSIG LLC or his children to be voted in accordance with the terms of this Agreement.