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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 Filed Pursuant to §240.13d-2(a)**

**Under the Securities Exchange Act of 1934**

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**Red Violet, Inc.**  
(Name of Issuer)

**Common Stock, par value \$0.001 per share**  
(Title of Class of Securities)

**75704L104**  
(CUSIP Number)

**Joshua B. Weingard, Esq.**  
**Red Violet, Inc.**  
**2650 North Military Trail, Suite 300**  
**Boca Raton, Florida 33431**  
**(561) 757-4000**

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

**March 26, 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<br><br>Michael Brauser   |  |
| 2.  | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> |  |
| 3.  | SEC USE ONLY  |  |
| 4.  | SOURCE OF FUNDS (see instructions)<br><br>OO  |  |
| 5.  | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)<br><br><input type="checkbox"/>                         |  |
| 6.  | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>United States   |  |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7.  | SOLE VOTING POWER<br><br>863,316           |
|   | 8.  | SHARED VOTING POWER<br><br>488,509(1)      |
|   | 9.  | SOLE DISPOSITIVE POWER<br><br>863,316      |
|   | 10.   | SHARED DISPOSITIVE POWER<br><br>488,509(1) |
| 11.   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><br>1,351,825 (1)   |  |
| 12.   | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)<br><br><input type="checkbox"/>                        |  |
| 13.   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br><br>13.2%(2)  |  |
| 14.   | TYPE OF REPORTING PERSON (see instructions)<br><br>IN   |  |

(1) Includes (i) 301,857 shares held by Grander Holdings, Inc. 401K (“Grander”), of which Michael Brauser is the trustee; (ii) 183,151 shares held by Birchtree Capital, LLC of which Michael Brauser is the manager (“Birchtree”); (iii) 2,417 shares held by Betsy and Michael Brauser Charitable Family Foundation, Inc., of which Mr. Brauser is a director; and (iv) 1,084 shares held by BSIG LLC, an entity over which Michael Brauser exercises investment control.

(2) Based on 10,266,612 shares of the Issuer’s Common Stock outstanding as of March 26, 2018.

|  |   |   |
|--|---|---|
| 1.   | NAMES OF REPORTING PERSONS<br>Grander Holdings, Inc. 401K   |   |
| 2.   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> |   |
| 3.   | SEC USE ONLY  |   |
| 4.   | SOURCE OF FUNDS (see instructions)<br>OO  |   |
| 5.   | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)<br><input type="checkbox"/>                             |   |
| 6.   | CITIZENSHIP OR PLACE OF ORGANIZATION<br>United States   |   |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON<br>WITH | 7.  | SOLE VOTING POWER                       |
|  | 8.  | SHARED VOTING POWER<br>301,857 (1)      |
|  | 9.  | SOLE DISPOSITIVE POWER                  |
|  | 10.   | SHARED DISPOSITIVE POWER<br>301,857 (1) |
| 11.  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>301,857 (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)<br>2.9%(2)   |   |
| 14.  | TYPE OF REPORTING PERSON (see instructions)<br>OO   |   |

(1) Includes 301,857 shares held by Grander, of which Michael Brauser is the trustee.

(2) Based on 10,266,612 shares of the Issuer's Common Stock outstanding as of March 26, 2018.

|  |   |  |
|--|---|--|
| 1.   | NAMES OF REPORTING PERSONS<br>Birchtree Capital, LLC  |  |
| 2.   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)<br>(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> |  |
| 3.   | SEC USE ONLY  |  |
| 4.   | SOURCE OF FUNDS (see instructions)<br>OO  |  |
| 5.   | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)<br><input type="checkbox"/>                             |  |
| 6.   | CITIZENSHIP OR PLACE OF ORGANIZATION<br>United States   |  |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON<br>WITH | 7.  | SOLE VOTING POWER                      |
|  | 8.  | SHARED VOTING POWER<br>183,151(1)      |
|  | 9.  | SOLE DISPOSITIVE POWER                 |
|  | 10.   | SHARED DISPOSITIVE POWER<br>183,151(1) |
| 11.  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>183,151(1)  |  |
| 12.  | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)<br><input type="checkbox"/>                            |  |
| 13.  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>1.8%(2)   |  |
| 14.  | TYPE OF REPORTING PERSON (see instructions)<br>OO   |  |

(1) Includes 183,151 shares held by Birchtree of which Michael Brauser is the manager.

(2) Based on 10,266,612 shares of the Issuer's Common Stock outstanding as of March 26, 2018.

**Item 1. Security and Issuer.**

This Schedule 13D is filed by Michael Brauser, Grander Holdings, Inc. 401K and Birchtree Capital, LLC (collectively, the "Reporting Persons") with respect to shares of common stock, par value \$0.001 per share, of Red Violet, Inc., a Delaware corporation (the "Issuer"), formerly a wholly-owned subsidiary of Cogint, Inc., also a Delaware corporation ("Cogint"). Effective March 26, 2018, the Issuer and Cogint entered into a Spin-Off as further described in Item 3 below.

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.**

The Reporting Persons are a party to the Stockholders' Agreement with the Separately Filing Group Members (as defined below) and certain other non-reporting stockholders effective as of March 26, 2018 (the "Stockholders' Agreement"), pursuant to which, among other things, the parties agreed to vote in favor of Michael Brauser's nominees for the Issuer's board of directors. 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, Matthew Conlin and certain of his affiliates (collectively, the "Separately Filing Group Members"). It is the understanding of the Reporting Person that certain of the Separately Filing Group Members are each filing separate Schedule 13Ds under the Exchange Act when required to do so.

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.**

On March 26, 2018, in connection with the Spin-off of Red Violet, Inc. by Cogint, 100% of the Issuer's common stock was distributed pro rata to holders of Cogint's common stock and certain warrants. Holders of Cogint 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 the Record Date.

The Spin-off is governed by a Separation and Distribution Agreement (the "Separation Agreement") and other related agreements (collectively, the "Spin-off Documents"), which provide the terms and conditions of the separation of the two businesses and for the Spin-off, which include Issuer's right to a \$20.0 million cash contribution from Cogint before the Spin-Off.

Before the Record Date, Cogint accelerated the vesting of all outstanding restricted stock units ("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.

In addition, holders of certain warrants to purchase Cogint common stock participated in the Spin-off pro rata, in accordance with the terms of their warrants.

In aggregate, 10,266,612 shares of the Issuer's common stock were distributed in the Spin-off on the Effective Date.

**Item 4. Purpose of Transaction.**

The information regarding the Spin-off in Item 3 is incorporated herein by reference.

The Reporting Persons acquired the Issuer's common stock for investment purposes. The Reporting Persons may, from time to time, depending upon market conditions and other factors deemed relevant by the Reporting Persons, acquire additional shares of the Issuer's common stock, or securities convertible into the Issuer's common stock. The Reporting Persons reserve the right to, and may in the future choose to, change their purpose with respect to their investment and take such actions as they deem appropriate in light of the circumstances including, without limitation, to dispose of, in the open market, in a private transaction or by gift, all or a portion of the shares of the Issuer's common stock which they now own or may hereafter acquire.

Other than as described above, the Reporting Persons do not have any present plan or proposal as stockholders which relates to, or would result in any action with respect to, the matters listed in paragraphs (a) through (j) of Item 4 of Schedule 13D.

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

(a) The Reporting Persons are the beneficial owners of 1,351,825 shares of common stock of the Issuer, in the aggregate, representing 13.2% of the Issuer's outstanding Common Stock.

As of the date hereof, Michael Brauser beneficially owned 1,351,825 shares of common stock of the Issuer, representing 13.2% of the Issuer's outstanding Common Stock, which includes (i) 301,857 shares held by Grander, of which Michael Brauser is the trustee; (ii) 183,151 shares held by Birchtree, of which Michael Brauser is the manager; (iii) 2,417 shares held by Betsy and Michael Brauser Charitable Family Foundation, Inc., of which Mr. Brauser is a director; and (iv) 1,084 shares held by BSIG LLC, an entity over which Michael Brauser exercises investment control.

The parties to the Stockholders' Agreement, including the Reporting Persons 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 30.9% of the 10,266,612 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' Agreements, including the Separately Filing Group Members, as to which the Reporting Person disclaims beneficial ownership.

As of the date hereof, Grander beneficially owned 301,857 shares of common stock of the Issuer, representing 2.9% of the Issuer's common stock.

As of the date hereof, Birchtree beneficially owned 183,151 shares of common stock of the Issuer, representing 1.8% of the Issuer's common stock.

The percentage of beneficial ownership is based upon 10,266,612 shares of the Issuer's common stock outstanding as of March 19, 2018.

(b) The information contained on the cover page to this Schedule 13D is incorporated herein by reference.

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

On March 28, 2018, the Reporting Person purchased an aggregate of 10,000 shares of the Issuer's common stock at an average price of \$6.00 per share.

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.**

None.

**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 Michael Brauser, Birchtree Capital, LLC, Grander Holdings, Inc. 401K, Ryan Schulke, RSMC Partners LLC, Matthew Conlin, Matthew Conlin Grantor Retained Annuity Trust, Conlin Family Foundation, Sean Cullen and Matthew Koncz.

**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 is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D 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.

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