

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONTENTLY, INC.		12/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4778087	INSIGHT ENGINE	
Registration Number:	4542621	DOCALYTICS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1859		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	12/20/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 10, 2018 by and between **COMERICA BANK** (“**Bank**”) and **CONTENTLY, INC.** (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of May 31, 2017, as amended from time to time including without limitation by that certain First Amendment and Waiver to Loan and Security Agreement dated as of June 29, 2018 and that certain Second Amendment to Loan and Security Agreement dated as of September 28, 2018 (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement). Bank and Grantor propose to enter into a Third Amendment to Loan and Security Agreement dated of even date herewith (the “Amendment”). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Amendment, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Grantor authorizes Bank to record and register this Agreement, including with the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government official or entity. If requested by Grantor in writing, in connection with any termination or release of the security interests granted in the Intellectual Property Collateral under the Loan Agreement, Bank shall execute and deliver to Grantor, at Grantor's expense, documents to evidence and/or effectuate the termination or release of the security interest granted herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CONTENTLY, INC.

598 Broadway
New York, NY 10012
Attn: CAROL PERRY

By: 
Name: CAROL PERRY
Title: VP

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CONTENTLY, INC.

598 Broadway
New York, NY 10012
Attn: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center


By:  _____
Name: Kevin T. Urban
Title: SVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
The Storytelling Edge by Joe Lazauskas	TX0008565268	02/14/2018

EXHIBIT B

PATENTS

Description	Patent / Application Number	Issue / Application Date
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EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
INSIGHT ENGINE	4,778,087	07/21/2015
DOCALYTICS	4,542,621	06/03/2014