

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMAATO, INC.		04/15/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles Avenue, 6th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5683525	O	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	E0675-0014		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		
DATE SIGNED:	04/15/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of April 15, 2019, is entered into by and between SMAATO, INC., a California corporation (“Grantor”), and EAST WEST BANK, a California banking corporation (“Secured Party”), with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of the date of this Agreement (the “Loan Agreement”). Capitalized terms used herein and not otherwise defined shall have the respective meanings specified for such terms in the Loan Agreement.

B. Pursuant to the Loan Agreement, Secured Party will make the Credit Extensions to Grantor.

C. Secured Party is willing to make the Credit Extensions to Grantor, upon the condition, among others, that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in all of Grantor’s Intellectual Property (as defined below).

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the Obligations to the Secured Party during the term of the Loan Documents, Grantor hereby grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “Intellectual Property Collateral”), including, without limitation, the following:

(a) All copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All trade secrets;

(c) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(d) All design rights available to Grantor now or hereafter existing, created, acquired or held;

(e) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of

Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(g) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(h) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(j) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and

(k) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor hereby authorizes Secured Party (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

SMAATO, INC.,
a California corporation

By: 
Name: Oliver Reiss
Title: Chief Financial Officer

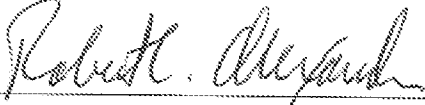
SECURED PARTY:

EAST WEST BANK,
a California banking corporation

By: _____
Name: Robert C. Alexander
Title: Senior Vice President

SECURED PARTY:

EAST WEST BANK,
a California banking corporation

By: 
Robert C. Alexander
Senior Vice President

Intellectual Property Security Agreement

TRADEMARK
REEL: 006618 FRAME: 0796

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C
Trademarks

Mark (word and/or design) or name:	Record owner (and beneficial owner, if different)	Trademark Office	Designated Territory	Filing date	Registration date	Registration no. or application serial no.
smato (word and design) smato	Smato, Inc.	GP TO	Germany	7 September 2005	30 March 2006	Basic registration DE: 30552849 (subsequent International Registration Number: IR1080876)

smato (word and design) smato	Smato, Inc.	WIPO	CH, EM, JP, KR, NO, SG, US, VN	14 January 2011	14 January 2011	1080876
		Designated countries:				
			US	14 January 2011 (IR)	14 January 2011 (IR)	U.S.: 4144776 International Registration Number: 1080876
			European Union	14 January 2011 (IR)	14 January 2011 (IR)	EU: 1080876 International Registration Number: IR 1080876
			Switzerland	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR 1080876
			Japan	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080876
			Korea Rep.	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080876
			Norway	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080876

Mark (word and/or design) or name:	Record owner (and beneficial owner, if different)	Trademark Office	Designated Territory	Filing date	Registration date	Registration no. or application serial no.
			Singapore	14 January 2011 (IR)	14 January 2011 (IR)	Singapore: T1109124D International Registration Number: IR1080876
			Vietnam	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080876

smanto (word)	Smanto, Inc.	GPTO	Germany	7 September 2005	30 March 2006	Basic registration DE: 30552850 (subsequent International Registration Number: IR1080877)
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smanto (word)	Smanto, Inc.	WIPO	CH, EM, JP, KR, NO, SG, US, VN	14 January 2011	14 January 2011	1080877
		Designated countries:				
			US	14 January 2011 (IR)	14 January 2011 (IR)	U.S.: 4162898 International Registration Number: 1080877
			European Union	14 January 2011 (IR)	14 January 2011 (IR)	EU: 1080877 International Registration Number: IR1080877
			Switzerland	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080877
			Japan	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080877
			Korea Rep.	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080877
			Norway	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080877
			Singapore	14 January 2011 (IR)	14 January 2011 (IR)	Singapore: T1108978I International Registration Number: IR1080877

Mark (word and/or design) or name;	Record owner (and beneficial owner, if different)	Trademark Office	Designated Territory	Filing date	Registration date	Registration no. or application serial no.
			Vietnam	14 January 2011 (IR)	14 January 2011 (IR)	International Registration Number: IR1080877

mobile ad cloud (word)	Snaato, Inc.	OHIM	European Union	22 February 2011	1 July 2011	009756214
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ads for apps (word)	Snaato, Inc.	OHIM	European Union	9 February 2011	30 April 2012	009724527
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adsmobi (word)	Adsmobi, Inc.	OHIM	European Union	12 February 2010	14 September 2010	008881476
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snaato (word and design) 	Snaato, Inc.	CTMO	China	14 November 2016	28 December 2017	IC 9: 21887541 IC 35: 21887542 IC 38: 21887543 IC 42 (sub-cat. 2-10): 21887544
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snaato (word)	Snaato, Inc.	CTMO	China	14 November 2016	28 December 2017	IC 35: 21887540
				7 March 2017	28 February 2018	IC 9: 23044345
				7 March 2017	7 March 2018	IC 38: 23044344
				7 March 2017	14 May 2018	IC 42: 23044343

善广 (word)	Snaato, Inc.	CTMO	China	23 December 2016	7 February 2018	IC 9: 22368791 IC 35: 22368792 IC 38: 22368793 IC 42: 22368794
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Mark (word and/or design) or name;	Record owner (and beneficial owner, if different)	Trademark Office	Designated Territory	Filing date	Registration date	Registration no. or application serial no.
Stylized letter "O" with 2 arcs above it	Sinato, Inc.	USPTO	US	18 January 2018	26 February 2019	5,683,525

EXHIBIT D
Mask Works

None.

Exhibit D

BN 35740926v2

RECORDED: 04/15/2019

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