# CH \$65.00 417

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM522807

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VigLink, Inc.		04/28/2019	Corporation:

## **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
Internal Address:	HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Banking corporation: CALIFORNIA

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4170190	VIGLINK
Serial Number:	85594289	LINKWEAVER

## **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 51285-30500

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 05/09/2019

**Total Attachments: 5** 

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2019 by and between SILICON VALLEY BANK ("Bank") and VIGLINK, INC. ("Grantor"), a wholly owned Subsidiary of SOVRN HOLDINGS, INC., a Delaware corporation ("Holdings").

## RECITALS

- A. Pursuant to that certain Joinder Agreement by and between Bank, Grantor dated on or about the date hereof, Grantor has agreed to become a Borrower under the terms of that certain Fourth Amended and Restated Loan and Security Agreement dated as of May 3, 2017 (as the same may hereafter from time to time be further amended, modified, supplemented, extended or restated, the "Loan Agreement"), among Holdings, Sovm, Inc., a Delaware corporation and Bank, and grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 (collectively, the "Intellectual Property Collateral").

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

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.

California law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

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

GRANTOR:

VIGLINK, INC.

Title: CFO

BANK:

SILICON VALCRY BANK

By: The Ryan Larson
Title: Type Total

[Signature Page to Intellectual Property Security Agreement]

# EXHIBIT A

Copyrights

# YigLink, Inc.

<u>Title</u>

Registration/ Application Number Registration/ Application Date

None

# EXHIBIT B

# Patents

# YigLink.Inc.

Title	Registration/ Application Number	Registration/ Filing Date
A method of recommending third-party content	2011/0131098 12/953,94 <sub>6</sub> 6	11/24/2010
System and method for facilitating affiliate market relationships	WO2011/066407	11/24/2010
System and method for facilitating affiliate marketing relationships	GB2488298	6/12/2012

# EXHIBIT C

## Trademarks

# YigLink. Inc.

<u>Mark</u>	Registration/ Serial	Registration/ Filing
	Number	<u>Date</u>
VIGLINK	4170190	7/10/2012
LINKWEAVER	85594289	4/11/2012

TRADEMARK REEL: 006641 FRAME: 0486

**RECORDED: 05/09/2019**