

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InMoment, Inc.		05/10/2019	Corporation: UTAH
Empathica Inc.		05/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4786854	INMOMENT	
Registration Number:	4787100	EXPERIENCE HUB	
Registration Number:	4604631	OPENTELL	
Registration Number:	4448511	SAMPLE SIZE OF ONE	
Registration Number:	5466864	ACTIVE LISTENING	
Registration Number:	4382241	EMPATHICA	
Registration Number:	4382240	EMPATHICA	
Registration Number:	4279280	GORECOMMEND	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$215.00 4786854

ATTORNEY DOCKET NUMBER:	074658-19007
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/15/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of May 10, 2019, by INMOMENT, INC., a Utah corporation (“InMoment”), and EMPATHICA, INC., a Delaware corporation (“Empathica”, and together with InMoment, collectively, “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), in its capacity as agent for the Lenders defined below (in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among (1) ICE INTERMEDIATE, INC., a Delaware corporation (“Holdings”), (2) ICE Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), (3) following consummation of the Merger, InMoment, (4) such other Persons as may hereafter become Borrowers thereunder, (5) the Persons which are now or which hereafter become a lender thereunder (collectively, the “Lenders” and each individually a “Lender”) and (6) Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce Lenders and Agent into the Credit Agreement, Empathica has provided, or will provide, to Agent, for the benefit of the Lenders, that certain Guaranty and Suretyship Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the “Guaranty”), pursuant to which Empathica has, among other things, guaranteed to Agent and Lenders the payment and performance of all “Obligations” as defined in the Credit Agreement. As further inducement to Agent and Lenders, Empathica has agreed to secure its Obligations under and as defined in the Guaranty under the terms of that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the “Security Agreement”); and

WHEREAS, pursuant to each of the Credit Agreement and Guaranty, as applicable, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement and the Guaranty, as applicable, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant, pursuant to each of the Credit Agreement and Security Agreement, as applicable, of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, and in all cases excluding any Excluded Property (collectively, the “IP Collateral”):

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights"), including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions, as applicable, of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under each of the Credit Agreement and the Guaranty, as applicable, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to each of the Credit Agreement and Guaranty, as applicable.

4. CREDIT AGREEMENT AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to each of the Credit Agreement and Security Agreement, as applicable. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in each of the Credit Agreement and Security Agreement, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New

York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

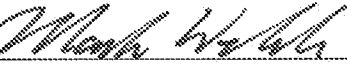
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

INMOMENT, INC.

By: 
Name: Mark Webb
Title: Chief Financial Officer

EMPATHICA INC.

By: 
Name: Mark Webb
Title: Chief Financial Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

APP. / REG. NO. (US/CA/EU)	DESCRIPTION	FILING DATE	STATUS	Grantor
App. No.: 12/760,231 Reg. No.: 8510232	System and Method for Sharing Information	April 14, 2010	ISSUED: 8510232	Empathica Inc.
App. No.: 13/952,163	Managing Reviews	July 26, 2013	Published- Awaiting Examiner Response	InMoment, Inc.
App. No.: 14/922,013 Publication No.: 20160203500	System for Improved Remote Processing and Interaction with Artificial Survey Administrator	October 23, 2015	Published- Ready for Examination	InMoment, Inc.

II. Trademarks and Trademark Applications

Mark	Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
INMOMENT	InMoment, Inc.	86243021	4786854	4/4/2014	8/4/2015
EXPERIENCE HUB	InMoment, Inc.	86290904	4787100	5/23/2014	8/4/2015
OPENTELL	InMoment, Inc.	86147042	4604631	12/18/2013	9/16/14
SAMPLE SIZE OF ONE	InMoment, Inc.	85603762	4448511	4/20/2012	12/10/2013
ACTIVE LISTENING	InMoment, Inc.	86823522	5466864	11/17/2015	5466864
EMPATHICA	Empathica Inc.	85638403	4382241	05/30/2012	08/13/2013
EMPATHICA	Empathica Inc.	85638373	4382240	05/30/2012	08/13/2013
GORECOMMEND	Empathica Inc.	85643471	4279280	06/05/2012	01/22/2013