

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tubular Labs, Inc.		08/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	55 Almaden Boulevard, Suite 100
Internal Address:	Attn: Loan Operations
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85765825	TUBULAR
Serial Number:	85982202	TUBULAR
Serial Number:	88154613	V3
Serial Number:	88154600	TUBULAR
Serial Number:	88154609	V30
Serial Number:	88154604	TUBULAR
Serial Number:	88154621	ER7
Serial Number:	88154619	ER3
Serial Number:	88154617	ER30
Serial Number:	88154611	V7

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

TRADEMARK

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	08/16/2019
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 15, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and TUBULAR LABS, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 1, 2018 (as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of August 15, 2019, collectively, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) 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 license or rights;

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

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


The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter

of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

TUBULAR LABS, INC., a Delaware corporation

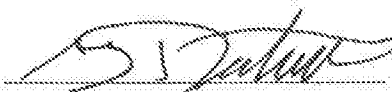
By: 

Name: Rob Gabel

Title: CEO

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Greg Dietrick

Title: Senior Vice President

Address for Notices:

Attn: Robert Gabel, CEO
153 Castro Street, Suite 300
Mountain View, CA 94041

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
TUBULAR	85765825	5022741		10/29/2012
TUBULAR	85982202	4598565		10/29/2012
V3	88154613			10/15/2018
TUBULAR	88154600			10/15/2018
V30	88154609			10/15/2018
TUBULAR	88154604			10/15/2018
ER7	88154621			10/15/2018
ER3	88154619			10/15/2018
ER30	88154617			10/15/2018
V7	88154611			10/15/2018

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Determining an influential audience member	9501574	14553804	Issued	11/22/2016
Determining audience members associated with a set of videos	8935713	13902570	Issued	1/13/2015
Recommending actions to generate user engagements	N/A	13954584	Published	N/A