

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPONGECCELL, INC.		09/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	Alphabeta, 14-18 Finsbury Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 1BR		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5192309	S	
Registration Number:	5192308	POWERED BY CORE	
Registration Number:	5287037	CREATIVE OPTIMIZATION RELEVANCE ENGINE	
Registration Number:	4509394	S	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	6176484717		
Email:	hcheng@mofo.com		
Correspondent Name:	Ian Hohmeister		
Address Line 1:	200 Clarendon Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	27292-1271		
NAME OF SUBMITTER:	Ian Hohmeister		
SIGNATURE:	/Ian Hohmeister/		
DATE SIGNED:	09/06/2019		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as September 5, 2019 by and between **SILICON VALLEY BANK**, a California corporation acting through its branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (with Treaty Passport scheme reference number 13/S/0299723/DTTP) and tax resident in the United States of America ("Bank") and **SPONGECCELL, INC.**, a Delaware corporation, with its principal place of business at 142 West 36th Street, 10th Floor, New York, New York 10018 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to **SIMPLICITY MARKETING LIMITED**, a limited liability company incorporated under the laws of England & Wales with company number 04339257 (together with any other borrower from time to time under the Credit Agreement (as defined below), individually and collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Borrower and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"). Pursuant to the Credit Agreement, Grantor has guaranteed all obligations of Borrower to Bank. To secure Grantor's obligations to Bank, Grantor and Bank have entered into a certain Collateral Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Collateral Agreement"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Borrower and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral 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, as collateral security for the prompt and complete payment when due of Borrower's and Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's and Grantor's obligations to 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 in the United States, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held in the United States;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held in the United States;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, in each case in the United States, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights in the United States, 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");

(f) Intentionally omitted;

(g) Any and all claims for damages by way of past, present and future infringements 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) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) All 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.

Notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in, and the term "Intellectual Property Collateral" (including all of the individual items comprising Intellectual Property Collateral) shall not include any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States Federal law; provided that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of the Bank and shall be included in the Intellectual Property Collateral.

2. Recordation. Grantor authorizes 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Collateral Agreement. The provisions of the Credit Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different 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.

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

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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:

SPONGECCELL, INC.

By: 

Name: John Nardone

Title: Chief Executive Officer and Secretary

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:

SPONGECCELL, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By: [Signature]
Name: TIM CASSINS
Title: IN DIRECTOR

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.



EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Mark	Owner	App. No.	App. Date	Reg. No.	Reg./Issue Date
	Spongecell, Inc.	86883326	01/22/2016	5192309	04/25/2017
POWERED BY CORE	Spongecell, Inc.	86883318	01/22/2016	5192308	04/25/2017
CREATIVE OPTIMIZATION RELEVANCE ENGINE	Spongecell, Inc.	86883323	01/22/2016	5287037	09/12/2017
	Spongecell, Inc.	85895689	04/04/2013	4509394	04/08/2014