

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOMATTIC INC.		09/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5062314	AUTOMATTIC	
Registration Number:	5062315	AUTOMATTIC	
Registration Number:	3193678	AUTOMATTIC	
Registration Number:	4683938	C	
Registration Number:	4618113	CLOUDUP	
Registration Number:	4538973	CLOUDUP	
Registration Number:	4683937	CLOUDUP	
Registration Number:	4504449	CREATAVIST	
Registration Number:	3530154	GRAVATAR	
Registration Number:	4687328	JETPACK	
Registration Number:	4771744	JETPACK	
Registration Number:	4208498	LONGREADS	
Registration Number:	3305445	POLLDADDY	
Registration Number:	5062317	POLLDADDY	
Registration Number:	5062318	S SIMPLENOTE	
Registration Number:	4012297	SIMPERIUM	
Registration Number:	5062316	SIMPERIUM	
Registration Number:	3913914	SIMPLENOTE	
Registration Number:	3952471	VAULTPRESS	

CH \$715.00 5062314

Property Type	Number	Word Mark
Registration Number:	3201425	AKISMET
Registration Number:	5243745	A·KIS·MET
Serial Number:	87696525	
Registration Number:	4293340	CODE POET
Registration Number:	4327409	THE ATAVIST
Registration Number:	4308977	WHERE STORIES BEGIN
Registration Number:	4762634	WORDADS
Registration Number:	4327406	ATAVIST
Registration Number:	4931337	A

CORRESPONDENCE DATA

Fax Number: 7037607777

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: 6176484714

Email: hcheng@mofo.com

Correspondent Name: William Gerber

Address Line 1: 200 Clarendon Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	27292-1444
NAME OF SUBMITTER:	William Gerber
SIGNATURE:	/William Gerber/
DATE SIGNED:	09/11/2019

Total Attachments: 9

source=IPSA Automattic#page1.tif
source=IPSA Automattic#page2.tif
source=IPSA Automattic#page3.tif
source=IPSA Automattic#page4.tif
source=IPSA Automattic#page5.tif
source=IPSA Automattic#page6.tif
source=IPSA Automattic#page7.tif
source=IPSA Automattic#page8.tif
source=IPSA Automattic#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 9, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank") and **AUTOMATTIC INC.**, a Delaware corporation with its principal place of business at 60 29th Street #343, San Francisco, California 94110 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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

AGREEMENT

1. Grant of Security Interest. To secure 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, 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;

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

(d) All patents, patent applications and like 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");

(e) Any 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");

(f) 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");

(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, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan 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 Loan 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 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 Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AUTOMATTIC INC

By: 

Name: Paul Sieminski

Title: Assistant Secretary

BANK:

SILICON VALLEY BANK

By: 

Name: Trevor Bacon

Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WordPress Editor Android version 1.3.	TX0008297378	2016
WordPress Editor iOS version 1.7.	TX0008293223	2016

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMATTIC	86796455 / 5062314	10-22-2015 / 10-18-2016
AUTOMATTIC & Design	86796589 / 5062315	10-22-2015/ 10- 18-2016
AUTOMATTIC & Design	78826720 / 3193678	3-1-2006 / 1-2-2007
C & Design	86234415 / 4683938	3-27-2014 / 2-10-2015
CLOUDUP	85813161 / 4618113	12-31-2012/ 10-7- 2014
CLOUDUP	85813164 / 4538973	12-31-2012 / 5-27-2014
CLOUDUP & Design	86234413 / 4683937	3-27-2014 / 2-10-2015
CREATAVIST	85/949,328 / 4,504,449	6-3-2013 / 4-1-2014
CROWDSIGNAL	88/127,772	09-21-2018
GRAVATAR	77339001 / 3530154	11-28-2007/ 11- 11-2008
JETPACK	86233996 / 4687328	3-27-2014 / 2-17-2015
JETPACK & Design	86371357 / 4771744	8-19-2014 / 7-14-2015
LONGREADS	85166163 / 4208498	11-1-2010 / 9-18-2012
NEWSPACK	88/277,331	01/25/2019
POLLDADDY	77037147 / 3305445	11-5-2006 / 10-9-2007
POLLDADDY & Design	86796627 / 5062317	10-22-2015 / 10- 18-2016
S SIMPLENOTE & Design	86796633 /	10-22-2015 / 10-

	5062318	18-2016
SIMPERIUM	85224063 / 4012297	1-24-2011 / 8-16-2011
SIMPERIUM & Design	86796620 / 5062316	10-22-2015/ 10- 18-2016
SIMPLENOTE	85064953 / 3913914	6-17-2010 / 2-1-2011
VAULTPRESS	85023270 / 3952471	4-26-2010 / 4-26-2011
AKISMET	78826789 / 3201425	3-1-2006 / 1-23-2007
AKISMET & Design	86796600 / 5,243,745	10-22-2015/ 07- 18-2017
JETPACK LOGO	87/696,525	11-24-2017
CROWDSIGNAL LOGO	88/133,536	09/27/2018
CODE POET	85533245 / 4293340	2-3-2012 / 2-19-2013
HAPPY TOOLS	88/320,883	02-28-2019
Jetpack Rocketeer Design Image	86796612	10-22-2015
THE ATAVIST	85/691,103 / 4,327,409	7-31-2012 / 4-30-2013
WHERE STORIES BEGIN	85/693,111 / 4,308,977	8-1-2012 / 3-26-2013
WORDADS	85544407 / 4762634	2-16-2012 / 6-30- 2015
ATAVIST	85/690,934 / 4,327,406	7-31-2012 / 4-30- 2013
"A" (ATAVIST LOGO)	86/666,715 / 4,931,337	6-18-2015 / 4-5- 2016

EXHIBIT D

Mask Works

None.