

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584408

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900553107

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ShermansTravel Media, LLC		06/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AVIDBANK
Street Address:	1732 N. 1st Street, 6th Floor
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95112
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4112909	SMART LUXURY
Registration Number:	3106829	SHERMANSTRAVEL
Registration Number:	3766534	SMART LUXURY

CORRESPONDENCE DATA**Fax Number:**

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: 6506483802
Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	07/02/2020

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 9, 2020 by and between **AVIDBANK**, a California corporation (“**Bank**”) and **ShermansTravel Media, LLC**, a Delaware limited liability company (“**Grantor**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 4, 2014 and as amended from time to time (the “**Loan Agreement**”). In connection therewith, Grantor and Bank entered into that certain Intellectual Property Security Agreement dated as of November 4, 2014 (the “**Original IP Agreement**”). On or around the date hereof, the parties are entering into an amendment and restatement of the Loan Agreement (the “**Restated Agreement**”), and in connection therewith, the parties desire to amend and restate the Original IP Agreement in accordance with the terms herein. Capitalized terms used herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

This Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified as set forth herein.

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

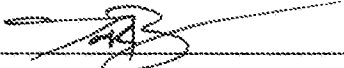
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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

SHERMANSTRAVEL MEDIA, LLC

ShermansTravel Media, LLC
5 Hanover Square, Suite 1604
New York, NY 10004
Attn: David Stewart, CEO and Deven Bhatt, CFO

By: 
Print Name: Mark Blaw
Title: President

Address of Bank:

AVIDBANK

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Maitson

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

SHERMANSTRAVEL MEDIA, LLC

ShermansTravel Media, LLC
5 Hanover Square, Suite 1604
New York, NY 10004
Attn: David Steward, CEO and Deven Bhatt, CFO

By: _____

Print Name: _____

Title: _____

Address of Bank:

AVIDBANK

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

By: Diana Mattson

Print Name: Diana Mattson

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title

Registration Number

Registration Date

EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
SMART LUXURY	85213794 / 4112909	3/12/12
SHERMANSTRAVEL	78669479 / 3106829	6/20/06
SMART LUXURY	77757606 / 3766534	3/30/10
WHERE I'M GOING	77833474	*
WHERE I'M GOING BY SHERMANSTRAVEL.COM	77833461	*
SHERMAN'S TRAVEL	77169007 / 3365302	*
THE LUXE LIST	77169061 / 3342314	*
SMART LUXURY VALUES	77095461 / 3323029	*

* — indicates dead, abandoned or cancelled trademark