

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM583928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SONOBI, INC.		06/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	2350 Mission College Blvd., Suite 988		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4175001	SONOBI	
Registration Number:	4857559	JETSTREAM	
Registration Number:	4956397	JETSTREAM	
Registration Number:	5012858	JETSTREAM	
Serial Number:	87696790	PBID	
Registration Number:	4709030	REACTIVE SEGMENTING	
Registration Number:	4679356	SITE LINE	
Registration Number:	4704296	SITE LINE	
Registration Number:	4713316	SMART FLOOR	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		

OP \$240.00 4175001

SIGNATURE:	/Susan Yates/
DATE SIGNED:	06/30/2020
Total Attachments: 8 source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page1.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page2.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page3.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page4.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page5.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page6.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page7.tif source=2. East West Bank - Sonobi - IP Security Agreement (6.2020)_Executed(17636801.1)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and SONOBI, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Closing Date (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). The 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 certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

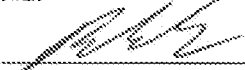
Section 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

[Balance of Page Intentionally Left Blank]

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:

SONOBI, INC.

Signature: 

Print Name: Michael Connolly

Title: Chief Executive Officer

Address:

Attention: Justin Kennedy, COO
444 W. New England Avenue, Suite 220
Winter Park, FL 32789
email: Legal@Sonobi.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: Maytal Shainberg

Title: Senior Vice President

Address:

Attention: Maytal Shainberg, Senior Vice President
2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Email: maytal.shainberg@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 17513118

TRADEMARK
REEL: 006985 FRAME: 0544

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:

SONOBI, INC.

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: Justin Kennedy, COO

444 W. New England Avenue, Suite 220

Winter Park, FL 32789

email: _____

BANK:

EAST WEST BANK

Signature: Maytal Shainberg

Print Name: Maytal Shainberg

Title: Senior Vice President

Address:

Attention: Maytal Shainberg, Senior Vice President

2350 Mission College Blvd., Suite 988

Santa Clara, CA 95054

Email: maytal.shainberg@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 17513118

TRADEMARK
REEL: 006985 FRAME: 0545

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

EXHIBIT C

Trademarks

Attached

Legal 9.3 – Sonobi Trademarks List

- Sonobi
 - Application filing date: Nov 16, 2011
 - Registration date: Jul 17, 2012
 - First use date: Sep 1, 2011
 - Registration No.: 4175001
- Jetstream
 - Application filing date: Mar 10, 2014
 - Registration date: Nov 24, 2015
 - First use date: Apr 1, 2014
 - Registration No.: 4857559
- Jetstream
 - Application filing date: Mar 10, 2014
 - Registration date: May 10, 2016
 - First use date: May 2014
 - Registration No.: 4956397
- Jetstream
 - Application filing date: Dec 22, 2015
 - Registration date: Aug 2, 2016
 - First use date: Apr 1, 2014
 - Registration No.: 5012858
- PBID
 - Application filing date: Nov 25, 2017
 - Registration date: Apr 17, 2018
 - First use date: May 15, 2018
 - Registration No.: 87696790

- Reactive Segmenting
 - Application filing date: Sep 9, 2013
 - Registration date: Mar 24, 2015
 - First use date: Nov 25, 2014
 - Registration No.: 4709030
- Siteline
 - Application filing date: Jan 28, 2013
 - Registration date: Jan 27, 2015
 - First use date: Jan 2, 2013
 - Registration No.: 4679356
- Siteline
 - Application filing date: Jan 28, 2013
 - Registration date: Mar 17, 2015
 - First use date: Jan 1, 2013
 - Registration No.: 4704296
- Smart Floor
 - Application filing date: Aug 16, 2013
 - Registration date: Mar 31, 2015
 - First use date: Jul 1, 2013
 - Registration No.: 4713316
- Siteline
 - Application filing date: Jan 28, 2013
 - Registration date: Jan 27, 2015
 - First use date: Jan 2, 2013
 - Registration No.: 4679356