

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEP HAMILTON INTERMEDIATE, INC.		07/06/2020	Corporation:
SEP HAMILTON MERGERSUB, INC.		07/06/2020	Corporation:
SOCIALCHORUS, INC.		07/06/2020	Corporation:
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK, as Agent		
Street Address:	One Jericho Plaza		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4285127	SOCIALCHORUS	
Registration Number:	5840330	1ST UP	
Registration Number:	5749328	SOCIALCHORUS	
Registration Number:	5749329	SOCIALCHORUS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 S. LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	H2441-00008		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/s/ Brian P. Kerwin		

CH \$115.00 4285127

DATE SIGNED:	07/06/2020
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Total Attachments: 9

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”), dated as of July 6, 2020, is made by **SEP HAMILTON INTERMEDIATE, INC.**, a Delaware corporation (“**Holdings**”), **SEP HAMILTON MERGERSUB, INC.**, a Delaware corporation (“**Merger Sub**”), which upon consummation of the Closing Date Acquisition (as defined in the Loan Agreement referenced below) will be merged with and into **SOCIALCHORUS, INC.**, a Delaware corporation (together with Merger Sub and Holdings, each a “**Pledgor**” and collectively, the “**Pledgors**”) in favor of **STERLING NATIONAL BANK**, a national banking association, in its capacity as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “**Agent**”).

RECITALS

WHEREAS, Pledgors, the Guarantors from time to time party thereto, Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lenders to make certain Loans to Borrowers, and (ii) for the grant by each Pledgor to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in such Pledgor’s assets, including, without limitation, its U.S. Patents, U.S. Trademarks and U.S. Copyrights (each as defined in the Loan Agreement), but excluding any “intent-to-use” Trademark applications for which a “Statement of Use” or “Amendment to Allege Use” has not been filed with and accepted by the United States Patent and Trademark Office (but only until such “Statement of Use” or “Amendment to Allege Use” is filed with and accepted by the United States Patent and Trademark Office); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor (intending to be legally bound) hereby agrees as follows:

1. **Defined Terms**. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. **Security Interest in Intellectual Property**. As collateral security for the payment and performance in full of all the Liabilities (whether now existing or hereafter arising), each Pledgor hereto hereby pledges and grants to the Agent for the benefit of the Lenders, a Lien on and

continuing security interest in and to all of the right, title and interest of such Pledgor in, to and under the following personal property, wherever located, whether now existing or hereafter arising or acquired from time to time:

(i) U.S. Patents constituting Registered IP, including, without limitation, those U.S. Patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof and (c) the right to sue for past, present and future infringements thereof; and

(ii) U.S. Trademarks constituting Registered IP, including, without limitation, the U.S. Trademarks listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Pledgor's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof and (d) the right to sue for past, present and future infringements thereof, in each case, excluding any "intent-to-use" Trademark applications for which a "Statement of Use" or "Amendment to Allege Use" has not been filed with and accepted by the United States Patent and Trademark Office (but only until such "Statement of Use" or "Amendment to Allege Use" is filed with and accepted by the United States Patent and Trademark Office); and

(iii) U.S. Copyrights constituting Registered IP, including, without limitation, the U.S. Copyrights listed on Exhibit C attached hereto and made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof and (c) the right to sue for past, present and future infringements thereof.

3. Effect on Loan Agreement. Each Pledgor acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities, this Confirmatory Grant shall immediately and automatically terminate, and Agent shall execute and deliver any document reasonably requested by any Pledgor, at Pledgors' joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Plegors to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Pledgors and Agent.

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon each Pledgor and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Pledgors shall not assign this Confirmatory Grant or any of Pledgors' liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including “.pdf”) shall be as legally binding and enforceable as a signed original for all purposes.


9. Further Assurances. Pledgors agree to reasonably promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time until Payment In Full of the Liabilities, solely to the extent necessary to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Pledgors acknowledge that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Pledgors; and Pledgors hereby authorize the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Pledgors have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

SEP HAMILTON INTERMEDIATE, INC., a
Delaware corporation

By: 
Name: Mark Haller
Its: Vice President and Secretary

*Prior to consummation of the Closing Date
Acquisition:*

SEP HAMILTON MERGERSUB, INC., a
Delaware corporation

By: 
Name: Mark Haller
Its: Vice President and Secretary

*Upon consummation of the Closing Date
Acquisition:*

SOCIALCHORUS, INC., a Delaware corporation

By: _____
Name: Subash Gopalkrishnan
Its: Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the undersigned Pledgors have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

SEP HAMILTON INTERMEDIATE, INC., a
Delaware corporation

By: _____
Name: Mark Haller
Its: Vice President and Secretary

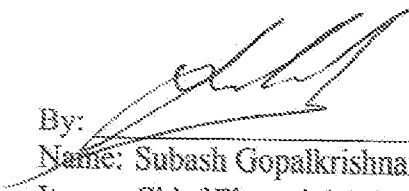
*Prior to consummation of the Closing Date
Acquisition:*

SEP HAMILTON MERGERSUB, INC., a
Delaware corporation

By: _____
Name: Mark Haller
Its: Vice President and Secretary

*Upon consummation of the Closing Date
Acquisition:*

SOCIALCHORUS, INC., a Delaware corporation

By:  _____
Name: Subash Gopalkrishnan
Its: Chief Financial Officer and Secretary

Agreed and Accepted:

STERLING NATIONAL BANK, as Agent

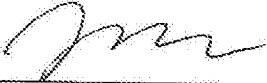
By: 
Name: Joshua Roberts
Its: Managing Director

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

Grantor	Country	Trademark	Registration No.
SocialChorus, Inc.	United States	SOCIALCHORUS	4285127
SocialChorus, Inc.	United States	1ST UP	5840330
SocialChorus, Inc.	United States	SOCIALCHORUS	5749328
SocialChorus, Inc.	United States	SOCIALCHORUS	5749329

EXHIBIT C
COPYRIGHTS

None.