

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WORLDONE, INC.		07/07/2020	Corporation: NORTH CAROLINA
SERMO, INC.		07/07/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4926930	SERMO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1240806		
<b>NAME OF SUBMITTER:</b>	Alicia Vellante, Corporate Paralegal		
<b>SIGNATURE:</b>	/Alicia Vellante/		
<b>DATE SIGNED:</b>	07/07/2020		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 7, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **WORLDONE, INC.**, a North Carolina corporation (“**WorldOne US**”), **SERMO, INC.**, a Delaware corporation (“**Sermo**”), each with its principal place of business located at 200 Park Avenue South, Ste 1310, New York, New York 10003 (**WorldOne US**, and **Sermo** are referred to herein, individually and collectively, as the context requires, jointly and severally, as “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, among others (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, **SERMO BIDCO LIMITED**, a private limited company registered under the laws of England and Wales under company number 11755969, **WORLDONE RESEARCH LIMITED**, a private limited company registered under the laws of England and Wales under company number 03983598, 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 constituting Collateral (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, upon the occurrence and during the continuance of an Event of Default, 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;

(i) 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. 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.

5. 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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. 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.

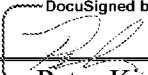
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

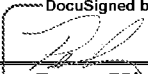
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORLDONE, INC.

DocuSigned by:  
By:   
Name: Peter Kirk  
Title: Chief Executive Officer

SERMO, INC.

DocuSigned by:  
By:   
Name: Peter Kirk  
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

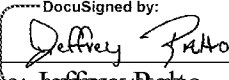
DocuSigned by:  
By:   
Name: Jeffrey Patta  
Title: Vice President

EXHIBIT A

## Copyrights

<u>Company</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sermo, Inc.	Jobs Board Movie.	PA0001599071	2008-06-18
Sermo, Inc.	Display Screens For Information Community version 4/16/2008 TX.	TX0006851345	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 6/8/2006 TX.	TX0006851352	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 11/20/2006 TX.	TX0006851358	2008-06-04
Sermo, Inc.	Balloon Image.	VA0001633319	2008-06-03
Sermo, Inc.	Display Screens For Information Community version 4/16/2008 VA.	VA0001635600	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 6/8/2006 VA.	VA0001635605	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 11/20/2006 VA.	VA0001635606	2008-06-04

EXHIBIT B

## Patents

<u>Company</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WorldOne, Inc.	SYSTEM AND METHOD FOR CONCEPT DISCOVERY WITH ONLINE INFORMATION ENVIRONMENTS	10,482,427	2019-11-19
WorldOne, Inc.	SYSTEM AND METHOD FOR CONCEPT DISCOVERY WITH ONLINE INFORMATION ENVIRONMENTS	14/202285	2014-3-10
WorldOne, Inc.	SYSTEM AND METHOD FOR CONCEPT DISCOVERY WITH ONLINE INFORMATION ENVIRONMENTS	14/202264	2014-3-10
Sermo, Inc.	COMMUNITY MODERATED INFORMATION	US10083420B2	2018-09-25
Sermo, Inc.	METHOD AND APPARATUS FOR CONDUCTING AN INFORMATION BROKERING SERVICE	WO2007008556 (A2)	
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,019,637	2011-9-13
Sermo, Inc.	Method and apparatus for conducting an online information service	8,019,639	2011-9-13
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,160,915	2012-4-17
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,239,240	2012-8-7
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,626,561	2014-1-7
Sermo, Inc.	Method and apparatus for conducting an information brokering service	10,510,087	2019-12-17



Sermo, Inc.	METHOD AND APPARATUS FOR CONDUCTING AN INFORMATION BROKERING SERVICE	14/148136	2014-1-6
Sermo, Inc.	METHOD AND APPARATUS FOR CONDUCTING AN INFORMATION BROKERING SERVICES	16/450924	2019-6-24

EXHIBIT C

## Trademarks

<u>Company</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
WorldOne, Inc.	MNOW	1135192	19-APR-2012	International Register designating Switzerland, the United States, the EU, Croatia, Iceland, Norway, Russia, Turkey.
Sermo, Inc.	SERMO	4926930	29-MARCH-2016	United States
Sermo, Inc.	SERMO	TMA785369	17-DEC-2010	Canada
Sermo, Inc.	KNOW MORE. KNOW EARLIER	TMA734690	18-FEB-2009	Canada
Sermo, Inc.	SERMO	TMA780880	27-OCT-2010	Canada
Sermo, Inc.		7149875	09-SEP-2009	EU trade marks
Sermo, Inc.		5209739	03-DEC-2008	EU trade marks
Sermo, Inc.	SERMO	1534222	04-JAN-2013	Australia
Sermo, Inc.		1534223	04-JAN-2013	Australia

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.