

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590166

|   |                               |                       |                       |
|---|-------------------------------|-----------------------|-----------------------|
| <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>    |
| XIGNITE, INC.   |                               | 08/04/2020            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                               |                       |                       |
| <b>Name:</b>  | AVIDBANK                      |                       |                       |
| <b>Street Address:</b>  | 1732 N. 1st Street, 6th Floor |                       |                       |
| <b>City:</b>  | San Jose                      |                       |                       |
| <b>State/Country:</b>   | CALIFORNIA                    |                       |                       |
| <b>Postal Code:</b>   | 95112                         |                       |                       |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA       |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                               |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4351517                       | XIGNITE               |                       |
| <b>Serial Number:</b>   | 88726799                      | XIGNITE ARCUS         |                       |
| <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>   | 6506483802                    |                       |                       |
| <b>Email:</b>   | PATTY@PATTYCHENG.COM          |                       |                       |
| <b>Correspondent Name:</b>  | PATTY CHENG                   |                       |                       |
| <b>Address Line 1:</b>  | 2625 MIDDLEFIELD RD., #215    |                       |                       |
| <b>Address Line 4:</b>  | PALO ALTO, CALIFORNIA 94306   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Patty Cheng                   |                       |                       |
| <b>SIGNATURE:</b>   | /s/ Patty Cheng               |                       |                       |
| <b>DATE SIGNED:</b>   | 08/04/2020                    |                       |                       |
| <b>Total Attachments: 6</b>   |                               |                       |                       |
| source=Xignite - IPSA (August 2020)#page1.tif   |                               |                       |                       |
| source=Xignite - IPSA (August 2020)#page2.tif   |                               |                       |                       |
| source=Xignite - IPSA (August 2020)#page3.tif   |                               |                       |                       |
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OP \$65.00 4351517



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of August 4, 2020 by and between **Xignite, Inc.**, a Delaware corporation (“**Grantor**”) and **Avidbank**, a California corporation (“**Bank**”).

### 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 of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

1825 S. Grant Street, Suite 100  
San Mateo, CA 94402  
Attn: Stephane Dubois, CEO

XIGNITE, INC.

By:  \_\_\_\_\_

Print Name: Stephane Dubois \_\_\_\_\_

Title: CEO \_\_\_\_\_

Address of Bank:

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

AVIDBANK

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 007014 FRAME: 0688

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

Address of Grantor:

1825 S. Grant Street, Suite 100  
San Mateo, CA 94402  
Attn: Stephane Dubois, CEO

**XIGNITE, INC.**

By: \_\_\_\_\_


Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

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

**AVIDBANK**

By: 

Print Name: Samantha Kim

Title: Vice President

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

| <b>Title</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|--------------|----------------------------|--------------------------|
|--------------|----------------------------|--------------------------|

**EXHIBIT B**

**Patents**

| <b>Title</b>  | <b>Application Number /<br/>Patent Number</b> | <b>Application Date /<br/>Issue Date</b> |
|---|---|--|
| Methods and systems for taking an electronic communication action in response to detecting a market condition | 10,592,912                                    | March 17, 2020                           |

**EXHIBIT C**

**Trademarks**

| <u>Description</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Application Date /<br/>Registration Date</u> |
|--------------------|----------------------|----------------------------|---|
| XIGNITE ARCUS      | 88726799             |                            | December 13, 2019                               |
| XIGNITE            | 85652438             | 4351517                    | June 11, 2013                                   |