

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592868

<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>
ViralGains, Inc.		08/29/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank, an Arizona corporation		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88647945	JOURNEY TRIGGERS	
<b>Serial Number:</b>	88804473	VOICEALIKE	
<b>Serial Number:</b>	88647942	VIRALGAINS ODYSSEY	
<b>Serial Number:</b>	88647785	THINKALIKE	
<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>	5614142116		
<b>Email:</b>	tbinder@vlpawgroup.com		
<b>Correspondent Name:</b>	Tatiana Binder		
<b>Address Line 1:</b>	305 Cambridge Drive		
<b>Address Line 4:</b>	Lynchburg, VIRGINIA 24502		
<b>NAME OF SUBMITTER:</b>	Tatiana Binder		
<b>SIGNATURE:</b>	/TatianaBinder/		
<b>DATE SIGNED:</b>	08/19/2020		
<b>Total Attachments: 6</b>			
source=(WAL-ViralGains) EXECUTED Intellectual Property Security Agreement (filed as of 8-19-20)#page1.tif			
source=(WAL-ViralGains) EXECUTED Intellectual Property Security Agreement (filed as of 8-19-20)#page2.tif			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 29, 2019 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and ViralGains, Inc. ("Grantor"), is made with reference to the Business Financing Agreement, dated as of August 29, 2019 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (other than any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise) (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VIRALGAINS, INC.

By: 

Name: Ted Loofbarrow

Title: Chairman & CEO

Address for Notices:

Attn: CEO  
10 Post Office Square, 6<sup>th</sup> Floor  
Boston, MA 02109  
Tel: 800-501-2763

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

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

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

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

Address for Notices:

Attn: \_\_\_\_\_  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VIRALGAINS, INC.

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

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

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

Address for Notices:

Attn:  
10 Post Office Square, 6<sup>th</sup> Floor  
Boston, MA 02109  
Tel:

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: Michael Quinn

Name: Michael Quinn

Title: VP

Address for Notices:

Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Registration Date:</u>
VIRALGAINS	85766134	4360770		07-02-2013
VIRALGAINS	85766120	4353973		06-18-2013
JOURNEY TRIGGERS	88647945			10-09-2019
VOICEALIKE	88804473			02-20-2020
VIRALGAINS ODYSSEY	88647942			10-09-2019
THINKALIKE	88647785			10-09-2019

EXHIBIT C  
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Filing Date:</u>
Machine Learning-Based Media Content Sequencing and Placement		20190139086 16/022161		05-09-2019 06-28-2018