

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM592884

<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>
PAEDAE, INC.		08/18/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK		
<b>Street Address:</b>	2350 Mission College Blvd., Suite 988		
<b>Internal Address:</b>	Attn: Bill Allen		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<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>	4754521	THE MOBILE MAJORITY	
<b>Registration Number:</b>	4513335	ATTRACT ENGAGE MONETIZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4242393744		
<b>Email:</b>	susan.yates@btlaw.com		
<b>Correspondent Name:</b>	Susan Yates		
<b>Address Line 1:</b>	2029 Century Park E Ste 300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Susan Yates		
<b>SIGNATURE:</b>	/Susan Yates/		
<b>DATE SIGNED:</b>	08/19/2020		
<b>Total Attachments: 6</b>			
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source=7a.) East West Bank - PaeDae - IP Security Agreement (PaeDae) (8.2020)_Executed#page2.tif			
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## 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 PAEDAE, 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.

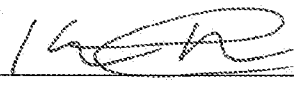
Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

*[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:

PAEDAE, INC.

Signature: 

Print Name: Keith Petersen

Title: General Counsel

Attention: Keith Petersen  
1320 East 7th Street Suite 200  
Los Angeles, CA 90021  
email: keith.petersen@gimbal.com

BANK:

EAST WEST BANK

Signature: \_\_\_\_\_

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

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

Address:  
Attention: Bill Allen, Managing Director  
2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Email: bill.allen@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]  
[PaeDae, Inc.]

DMS 17674866

TRADEMARK  
REEL: 007028 FRAME: 0813

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:

PAEDAE, INC.

Signature: \_\_\_\_\_

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

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

Attention: Keith Petersen  
1320 East 7th Street Suite 200  
Los Angeles, CA 90021  
email: keith.petersen@gimbal.com

BANK:

~~EAST WEST BANK~~

Signature:  \_\_\_\_\_

Print Name: William D Allen

Title: Managing Director

Address:  
Attention: Bill Allen, Managing Director  
2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Email: bill.allen@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]  
[PaeDae, Inc.]

DMS 17674866

TRADEMARK  
REEL: 007028 FRAME: 0814

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
THE MOBILE MAJORITY	86287707 / 4754521	May 21, 2014
ATTRACT ENGAGE MONETIZE	85758144 / 4513335	October 18, 2012