

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM603771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evernote Corporation		10/19/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	East West Bank
<b>Street Address:</b>	2350 Mission College Blvd., Suite 988
<b>Internal Address:</b>	Attn: Bill Allen, Managing Director
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86411823	EVERNOTE SCANNABLE
Serial Number:	86411781	EVERNOTE SCANNABLE
Serial Number:	86127936	EVERNOTE
Serial Number:	86076218	
Serial Number:	85057354	
Serial Number:	85057341	EVERNOTE
Serial Number:	85178047	REMEMBER EVERYTHING.
Serial Number:	85096325	PENULTIMATE
Serial Number:	78368743	EVERNOTE
Serial Number:	77377662	

## CORRESPONDENCE DATA

**Fax Number:** 8586385130

*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.*

**Phone:** 619-699-2700

**Email:** susan.reynholds@dlapiper.com

**Correspondent Name:** DLA Piper LLP (US)

**Address Line 1:** 401 B Street, Suite 1700

**Address Line 4:** San Diego, CALIFORNIA 92101

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	10/19/2020
<b>Total Attachments: 12</b> source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page1.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page2.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page3.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page4.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page5.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page6.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page7.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page8.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page9.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page10.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page11.tif source=Evernote - IP Security Agreement (Evernote Corporation) [Executed]_118314945_1_US-DOCS#page12.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 19, 2020, is entered into by and between Evernote Corporation, a Delaware corporation (“**Grantor**”), and East West Bank (“**Bank**”), with reference to the following facts:

### RECITALS

WHEREAS, Bank and Grantor are parties to the Loan and Security Agreement, dated as of the date hereof (as amended and restated from time to time, the “**Loan Agreement**”; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement, Bank will make Advances to Grantor; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Bank and hereby grant Bank a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, IT IS AGREED THAT:

**1. Grant of Security Interest.** To secure the timely payment and performance of the Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) All 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, including, without limitation, the copyright rights, copyright applications, copyright registrations set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”).

(b) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;

(c) All trade secrets;

(d) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(e) All design rights available to Grantor now or hereafter existing, created, acquired or held;

(f) All patents, patent applications and similar 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**”);

(g) All trademark and servicemark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) 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**”);

(h) 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**”);

(i) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;

(j) 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 licenses or rights;

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

(l) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

**2. Recordation.** Grantor authorizes and requests 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. Supplements.** Grantor authorizes Bank (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any Intellectual Property Collateral that Grantor obtains after the date of this Agreement, and (b) to 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. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

**5. Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**6. Governing Law.** California law governs this Agreement without regard to principles of conflicts of law.

**7. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. In the event that any signature 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 this Agreement (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 hereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**EVERNOTE CORPORATION**

By: Ian Small  
Name: Ian Small  
Title: Chief Executive Officer and President

**EAST WEST BANK**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**EVERNOTE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EAST WEST BANK**

By:  \_\_\_\_\_  
Name: Bill Allen  
Title: Managing Director

## EXHIBIT A

### Copyrights

<u>Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
Evernote Logo	VA0001829766	9/25/2012
Brain Drain	VAu001150057	9/20/2013
Design of an arrow with fletching (for Skitch)	VAu001153073	9/26/2013
Design of an arrow with fletching (color) for (Skitch)	VAu001153074	9/26/2013
Elephant	VAu001150076	9/20/2013
Elephant – Color Variation 1	VAu001150040	9/20/2013
Elephant – Color Variation 2	VAu001149959	9/20/2013
Evernote Logo	VA0001831193	10/1/2012
Explosion	VAu001150066	9/20/2013
Explosion - color variation 1	VAu001149962	9/20/2013
Forgetting sucks	VAu001150032	9/20/2013
Forgetting sucks - color variation 1	VAu001149964	9/20/2013
Remember everything	VAu001149972	9/20/2013
Remember everything - color variation 1	VAu001150042	9/20/2013
Penultimate logo (black and white)	VA0001936652	11/20/2014
Ritemail	TX0006079033	1/21/2005
Ritepen	TX0006079034	1/21/2005
Venn diagram	VAu001150047	9/20/2013

**EXHIBIT B**Patents

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
ADAPTIVE WRITING INTERFACE	10007406	6/26/2018
DETECTING ASPECT RATIOS OF DOCUMENT PAGES ON SMARTPHONE PHOTOGRAPHS BY LEARNING CAMERA VIEW ANGLES	10032073	7/24/2018
LOCAL ENHANCEMENT OF LARGE SCANNED DOCUMENTS	10038818	7/31/2018
SITE MEMORY PROCESSING	10089404	10/2/2018
CONTENT ASSOCIATIONS AND SHARING FOR SCHEDULED EVENTS	10102506	10/16/2018
DETECTING RECTANGULAR PAGE AND CONTENT BOUNDARIES FROM SMARTPHONE VIDEO STREAM	10115031	10/30/2018
VISUAL QUALITY OF PHOTOGRAPHS WITH HANDWRITTEN CONTENT	10121232	11/6/2018
MARKING UP SCENES USING A WEARABLE AUGMENTED REALITY DEVICE	10134194	11/20/2018
AUTOMATIC SCANNING OF DOCUMENT STACK WITH A CAMERA	10136011	11/20/2018
RECORDING MEETING AUDIO VIA MULTIPLE INDIVIDUAL SMARTPHONES	10171908	1/1/2019
COMBINING NATURAL LANGUAGE AND KEYWORD SEARCH QUERIES FOR PERSONAL CONTENT COLLECTIONS	10185748	1/22/2019
COORDINATED PIECEWISE BEZIER VECTORIZATION	10212457	2/19/2019
FAST MOBILE MAIL WITH CONTEXT INDICATORS	10237208	3/19/2019
ADVANCING JOINT PROJECTS ON WEARABLE DEVICES	10242344	3/26/2019
CONTEXTUAL OPTIMIZATION OF NEWS STREAMS ASSOCIATED WITH CONTENT ENTRY	10268667	4/23/2019
AUTOMATIC PROTECTION OF PARTIAL DOCUMENT CONTENT	10268830	4/23/2019
FAST IDENTIFICATION OF TEXT INTENSIVE PAGES FROM PHOTOGRAPHS	10372981	8/6/2019
SHARED USER DRIVEN CLIPPING OF MULTIPLE WEB PAGES	10444946	10/15/2019
INITIALIZING CHAT SESSIONS BY POINTING TO CONTENT	10523454	12/31/2019



<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
AUTOMATIC GENERATION OF PREFERRED VIEWS FOR PERSONAL CONTENT COLLECTIONS	10545638	1/28/2020
ADAPTIVE ENHANCEMENT OF SCANNED DOCUMENT PAGES	10587773	3/10/2020
EXTRACTING STRUCTURED DATA FROM HANDWRITTEN AND AUDIO NOTES	10691885	6/23/2020
RECORDING MEETING AUDIO VIA MULTIPLE INDIVIDUAL SMARTPHONES	10701482	6/30/2020
RESTORING FULL ONLINE DOCUMENTS FROM SCANNED PAPER FRAGMENTS	10739962	8/11/2020
BUILDING TRAINING DATA AND SIMILARITY RELATIONS FOR SEMANTIC SPACE	10755183	8/25/2020
RESHAPING FREEHAND DRAWN LINES AND SHAPES IN AN ELECTRONIC DOCUMENT	6658147	12/2/2003
RESHAPING FREEHAND DRAWN LINES AND SHAPES IN AN ELECTRONIC DOCUMENT	6876766	4/5/2005
RESHAPING FREEHAND DRAWN LINES AND SHAPES IN AN ELECTRONIC DOCUMENT	7031526	4/18/2006
ON-LINE HANDWRITING RECOGNIZER	7174043	2/6/2007
TRAINING AN ON-LINE HANDWRITING RECOGNIZER	7382921	6/3/2008
SYSTEM AND METHOD FOR HANDLING ELECTRONIC INK	7437003	10/14/2008
RESHAPING FREEHAND DRAWN LINES AND SHAPES IN AN ELECTRONIC DOCUMENT	7450763	11/11/2008
SYSTEM AND METHOD FOR ENABLING INDIVIDUALS TO SELECT DESIRED AUDIO	7783594	8/24/2010
METHOD AND SYSTEM FOR CURVE FITTING USING DIGITAL FILTERING	7969440	6/28/2011
METHOD AND APPARATUS FOR REPRESENTING IMAGE DATA USING DIGITAL FILTERING AND ADAPTIVE PARAMETERIZATION	8014630	9/6/2011
ESTABLISHING CONNECTION BETWEEN MOBILE DEVICES USING LIGHT	8676123	3/18/2014
USING INTELLIGENT SCREEN COVER IN LEARNING	8761660	6/24/2014
ELECTRONIC NOTE MANAGEMENT SYSTEM AND USER-INTERFACE	8880597	11/4/2014
AUTOMATIC ASSIGNMENT OF NOTE ATTRIBUTES USING PARTIAL IMAGE RECOGNITION RESULTS	8953228	2/10/2015
CREATION AND MANIPULATION OF HAND DRAWN OBJECTS WITH AUTOMATIC GROUPING	9007390	4/14/2015

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
GENERATING AND RANKING INCREMENTAL SEARCH SUGGESTIONS FOR PERSONAL CONTENT	9075898	7/7/2015
EXTRACTING MULTIPLE FACIAL PHOTOS FROM A VIDEO CLIP	9147131	9/29/2015
EXTRACTING PRINCIPAL CONTENT FROM WEB PAGES	9152730	10/6/2015
ELECTRONIC NOTE MANAGEMENT SYSTEM AND USER-INTERFACE	9171132	10/27/2015
USING SURFACES WITH PRINTED PATTERNS FOR IMAGE AND DATA PROCESSING	9213917	12/15/2015
METHOD AND APPARATUS FOR ON-THE-RUN PROCESSING OF ELECTRONIC INK USING DIGITAL FILTERING AND ADAPTIVE PARAMETERIZATION	9223417	12/29/2015
CUSTOM DRAWINGS AS CONTENT ACCESS IDENTIFIERS	9235768	1/12/2016
CREATION AND MANIPULATION OF HAND DRAWN OBJECTS WITH AUTOMATIC GROUPING	9285985	3/15/2016
COMMUNICATION USING SOUND	9286901	3/15/2016
CROSS-APPLICATION DATA SHARING WITH SELECTIVE EDITING RESTRICTIONS	9292563	3/22/2016
RECOGNIZING AND PROCESSING OBJECT AND ACTION TAGS FROM STICKERS	9311548	4/12/2016
USING SURFACES WITH PRINTED PATTERNS FOR IDENTIFICATION OF IMAGING AND DATA PROCESSING ACTIVITIES	9311549	4/12/2016
EXPANDABLE TWO-DIMENSIONAL FLOW FOR CONTAINER HIERARCHY	9442627	9/13/2016
COMPACT ZOOMABLE DATE PICKER	9454290	9/27/2016
SELECTIVE DATA TRANSFORMATION AND ACCESS FOR SECURE CLOUD ANALYTICS	9454671	9/27/2016
NOTE ATLAS	9501496	11/22/2016
SITE CONTENT CLIPPING CONTROL	9519725	12/13/2016
GLARE MITIGATION FOR DYNAMIC DOCUMENT SCANNING	9503612	11/22/2016
AUTOMATIC SCANNING OF DOCUMENT STACK WITH A CAMERA	9578195	2/21/2017
FAST MOBILE MAIL WITH CONTEXT INDICATORS	9628296	4/18/2017
PROGRAMMABLE TOUCH EMULATING DEVICE	9665205	5/30/2017
MATRIX CAPTURE OF LARGE SCANNED DOCUMENTS	9674396	6/6/2017
HAPTIC COMMUNICATIONS	9754464	9/5/2017

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
USER DISCOVERY VIA DIGITAL ID AND FACE RECOGNITION	9773162	9/26/2017
CONTENT ASSOCIATIONS AND SHARING FOR SCHEDULED EVENTS	9773231	9/26/2017
DISTRIBUTED APPLICATION FUNCTIONALITY AND USER INTERFACE FOR MULTIPLE CONNECTED MOBILE DEVICES	9800995	10/24/2017
AUTOMATIC PROTECTION OF PARTIAL DOCUMENT CONTENT	9875369	1/23/2018
ROUTING AND ACCESSING CONTENT PROVIDED BY AN AUTHORIZING APPLICATION	9960932	5/1/2018
ASSISTED MEMORIZING OF EVENT-BASED STREAMS OF MOBILE CONTENT	9977828	5/22/2018
NOTE PAD HOLDER <sup>1</sup>	D709130	7/15/2014
NOTE PAD HOLDER <sup>1</sup>	D709131	7/15/2014
TABLET DISH	D722062	2/3/2015
TABLET PLATFORM	D722063	2/3/2015
MONITOR PLATFORM	D722065	2/3/2015
LAPTOP PLATFORM	D722064	2/3/2015
CATCHALL TRAY	D750171	2/23/2016
SLOTTED CUP	D769971	10/25/2016
Coordinated piecewise bezier vectorization	10743035	8/11/2020
Automatic protection of partial document content	10671743	6/2/2020

<sup>1</sup> This patent is jointly owned by the Grantor and 3M Innovative Properties Company and the security interest granted under this Agreement only pertains to the portion of the patent owned by the Grantor.

Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
CATEGORIZING AND CLIPPING RECENTLY BROWSED WEB PAGES	15597076	5/16/2017
AUTOMATIC DETECTION AND TRANSFER OF RELEVANT IMAGE DATA TO CONTENT COLLECTIONS	15658361	7/24/2017
SYSTEMS AND METHODS FOR OBTAINING SEARCH RESULTS	16112534	8/24/2018
CONTENT ASSOCIATIONS AND SHARING FOR SCHEDULED EVENTS	16162055	10/16/2018
TASK-BASED ACTION GENERATION	16162086	10/16/2018
EVENT TRANSCRIPT PRESENTATION	16162127	10/16/2018
RELATIONSHIP-BASED SEARCH	16162150	10/16/2018
Recording meeting audio via multiple individual smartphones	16904434	6/17/2020
Extracting structured data from handwritten and audio notes	16908590	6/22/2020
Contextual identification of information feeds associated with content entry	16387367	4/17/2019
Fast identification of text intensive pages from photographs	16455543	6/27/2019
Shared user driven clipping of multiple web pages	16653672	10/15/2019
Initializing chat sessions by pointing to content	16723292	12/20/2019
Automatic generation of preferred views for personal content collections	16773890	1/27/2020
Automatic protection of partial document content	16872281	5/11/2020
Contextual identification of information feeds associated with content entry	17030231	9/23/2020
Related notes and multi-layer search in personal and shared content	13852283	03/28/2013
Coordinated piecewise bezier vectorization	16989733	8/10/2020
Dynamic targeting of preferred objects in video stream of smartphone camera	15079513	3/24/2016

**EXHIBIT C**Trademarks

<u>Mark Description</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
EVERNOTE SCANNABLE	86411823	10/1/2014	5649447	01/08/2019
EVERNOTE SCANNABLE	86411781	10/1/2014	5649446	01/08/2019
EVERNOTE	86127936	11/25/2013	5508758	07/03/2018
Design 	86076218	9/26/2013	5137849	02/07/2017
Design 	85057354	6/8/2010	3907868	01/18/2011
EVERNOTE	85057341	6/8/2010	3907865	01/18/2011
REMEMBER EVERYTHING.	85178047	11/16/2010	3993079	07/12/2011
PENULTIMATE	85096325	7/29/2010	3980663	06/21/2011
EVERNOTE	78368743	2/16/2004	2990592	08/30/2005
Design 	77377662	1/22/2008	3609880	04/21/2009

**EXHIBIT D**

Mask Works

None