

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605160

<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>
SPACECRAFT, INC.		10/03/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	40 King Street West, Suite 5702		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3053437	LIVEBOOKS	
<b>Registration Number:</b>	5086271	SEO EVERYTHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-151		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	10/27/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 3, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and SPACECRAFT, INC., a Texas corporation (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement as of June 30, 2019, as amended by that certain First Amendment to Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. 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 of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

701 Brazos St.  
Austin, TX 78701  
Attention: Adam Moore; Dan Isaac

GRANTOR:

SPACECRAFT, INC.

By: 

Name: Joseph A. Isaac

Title: CEO

Address of Bank:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

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

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

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

701 Brazos St.  
Austin, TX 78701  
Attention: Adam Moore; Dan Isaac

GRANTOR:

SPACECRAFT, INC.

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

Address of Bank:

CIBC Innovation Banking  
40 King S. West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Mark McQueen, President and Executive  
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

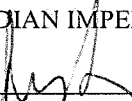
By:  \_\_\_\_\_  
Name: Mark Usher  
Title: Managing Director  
CIBC Innovation Banking

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C  
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATI ON/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
WWLB MANAGEMENT, LLC*	LIVEBOOKS	3053437	1/31/2006
WWLB MANAGEMENT, LLC*	SEO EVERYTHING	5086271	11/22/2016

\*Confirm recordation of name change from WWLB Management, LLC to SPACECRAFT, INC.