

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WUNDERKIND CORPORATION		01/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5332695	BEHAVE
Registration Number:	4574646	BOUNCE EXCHANGE
Registration Number:	5021064	BOUNCE EXCHANGE
Registration Number:	5021017	BOUNCEX
Serial Number:	90146301	W
Serial Number:	90075516	WUNDERKIND
Serial Number:	90146306	WUNDERKIND

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

OP \$190.00 5332695

ATTORNEY DOCKET NUMBER:	1320567 TM WK MEZ
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	01/27/2021

Total Attachments: 10

source=First_Amendment_to_Intellectual_Property_Security_Agreement_(Mezz)_(2nd_Mezz_LMA_and_1st_Senior_LM
source=First_Amendment_to_Intellectual_Property_Security_Agreement_(Mezz)_(2nd_Mezz_LMA_and_1st_Senior_LM
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of January 26, 2021, by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054, in its capacity as administrative agent and collateral agent for the Lenders (as defined in the Loan Agreement) (in such capacity, "Agent") and **WUNDERKIND CORPORATION**, a Delaware corporation, with its principal place of business located at 79 Madison Avenue, Floor 12, New York, New York 10016 ("Grantor").

Recitals

A. Grantor, the Lenders and Agent have previously entered into a certain Mezzanine Loan and Security Agreement dated as of June 5, 2020, among Grantor, the Lenders and Agent, as amended by a certain First Loan Modification Agreement dated as of November 4, 2020, and as further amended and affected by a certain Joinder and Second Loan Modification Agreement dated as of the date hereof (as amended, the "Loan Agreement")

B. To secure its obligations and liabilities to the Lenders, Grantor has previously granted Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of June 5, 2020 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Agent have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND AGENT AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following, appearing as Recital A thereof:

" Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent and Grantor dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders."

and inserting in lieu thereof the following:

" Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **SMARTERHQ, INC.**, a Delaware corporation, and **SMARTERHQ INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent and Borrower dated as June 5, 2020, as amended by that certain First Loan Modification Agreement dated as of November 4, 2020, and as further amended and affected by that certain Joinder and Second Loan Modification Agreement dated of January 26, 2021 (as the same has been and as may be further amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms

used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to the Lenders.”

2. The IP Security Agreement shall be amended by deleting the following, appearing in the Recitals thereof:

“ 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 Grantor’s Obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:”

and inserting in lieu thereof the following:

“ 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 Borrower’s Obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:”

3. The IP Security Agreement shall be amended by deleting the following, appearing as Section 1 thereof:

“ To secure Grantor’s Obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:”

and inserting in lieu thereof the following:

“ To secure Borrower’s Obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:”

4. Exhibit A, Exhibit B, and Exhibit C to the IP Security Agreement are hereby deleted in their entirety and replaced with Exhibit A, Exhibit B, and Exhibit C attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement, as amended by this Amendment, contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Agent.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

WUNDERKIND CORPORATION

DocuSigned by:
By: Ryan Urban
F01BE4CBE36648A...

Name: Ryan Urban

Title: Chief Executive Officer

AGENT:

SILICON VALLEY BANK

DocuSigned by:
By: Amy Pelletier
55038EC33D4A432...

Name: Amy Pelletier

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bounce Exchange Client Application v1.0.0.	TXu001930578	2015-03-21
Bounce Exchange Client Application v2.0.0.	TXu001930579	2015-03-21
Bounce Exchange Client Application v3.0.0.	TXu001931107	2015-03-26

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	2013256425*	1/27/2017
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	2016277634*	3/7/2019
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	112014027182.8*	4/30/2013
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	2,854,219*	12/6/2016
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	235353*	3/1/2018
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	5985044*	9/6/2016
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	343985*	12/1/2016
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	3,011,805*	1/20/2017
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	201780019267.7*	1/20/2017
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	17741971.0*	8/20/2018
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	8,645,212	2/4/2014
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	9,141,976	9/22/2015
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	14/829,409	8/18/2015
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	10,082,945	9/25/2018


*Foreign applications/patents/published no.




EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
BEHAVE	5332695	11/14/2017
BOUNCE EXCHANGE	4574646	7/29/2014
BOUNCE EXCHANGE & Design	5021064	8/16/2016
BOUNCEX	5021017	8/16/2016
W (Stylized)	90146301	08/28/2020
WUNDERKIND	90075516	07/27/2020
WUNDERKIND (Stylized)	90146306	08/28/2020

Foreign Trademarks

Mark	Country	Application/Registration No.	History and Status
WUNDERKIND	Argentina	Application No. 3919086	Filed Jul-29-2020
WUNDERKIND	Argentina	Application No. 3919087	Filed Jul-29-2020
WUNDERKIND	Argentina	Application No. 3919088	Filed Jul-29-2020
WUNDERKIND	Australia	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Brazil	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
W (Stylized)	Canada	Application No. A0099836	Filed Sep-02-2020
	(via Madrid Protocol)		
WUNDERKIND	Canada	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND (Stylized)	Canada	Application No. A0099835	Filed Sep-02-2020
	(via Madrid Protocol)		
Wunderkind			
WUNDERKIND	China	Application No. A0098793	Filed Jul-30-2020

Mark	Country	Application/Registration No.	History and Status
	(via Madrid Protocol)		
W (Stylized)	European Union	Application No. A0099836	Filed Sep-02-2020
	(via Madrid Protocol)		
WUNDERKIND	European Union	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND (Stylized)	European Union	Application No. A0099835	Filed Sep-02-2020
Wunderkind	(via Madrid Protocol)		
WUNDERKIND	Hong Kong	Application No. 305343930	Filed Jul-28-2020
WUNDERKIND	India	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Indonesia	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Israel	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
W (Stylized)	Jamaica	Application No. 079978	Filed Mar-02-2020
			
WUNDERKIND	Jamaica	Application No. 079696	Filed Jan-30-2020
WUNDERKIND (Stylized)	Jamaica	Application No. 079979	Filed Mar-02-2020
Wunderkind			
WUNDERKIND	Japan	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
<u>W (Stylized)</u>	Madrid Protocol	Application No. A0099836	Filed Sep-02-2020
	Designated Jurisdictions Canada, European Union, United Kingdom		

Mark	Country	Application/Registration No.	History and Status
WUNDERKIND	Madrid Protocol Designated Jurisdictions Australia, Brazil, Canada, China, European Union, India, Indonesia, Israel, Japan, Mexico, New Zealand, Norway, Russia, Singapore, South Korea, Switzerland, Turkey, United Kingdom	Application No. A0098793	Filed Jul-30-2020
<u>WUNDERKIND</u> (Stylized) Wunderkind	Madrid Protocol Designated Jurisdictions Canada, European Union, United Kingdom	Application No. A0099835	Filed Sep-02-2020
WUNDERKIND	Mexico (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	Mexico (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	Mexico (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	New Zealand (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	Norway (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	Russia (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	Singapore (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	South Africa	Application No. 202018465	Filed Jul-28-2020
WUNDERKIND	South Africa	Application No. 202018466	Filed Jul-28-2020
WUNDERKIND	South Africa	Application No. 202018467	Filed Jul-28-2020
WUNDERKIND	South Korea (via Madrid Protocol)	Application No. A0098793	Filed Jul-30-2020
WUNDERKIND	Switzerland	Application No. A0098793	Filed Jul-30-2020


<u>Mark</u>	<u>Country</u>	<u>Application/Registration No.</u>	<u>History and Status</u>
	(via Madrid Protocol)		
WUNDERKIND	Taiwan	Application No. 109051768	Filed Jul-29-2020
WUNDERKIND	Turkey	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
<u>W (Stylized)</u>	United Kingdom	Application No. A0099836	Filed Sep-02-2020
	(via Madrid Protocol)		
WUNDERKIND	United Kingdom	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND (Stylized)	United Kingdom	Application No. A0099835	Filed Sep-02-2020
Wunderkind	(via Madrid Protocol)		

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

ny-2020837