

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIVEOPS, INC.		04/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3404231	LIVEOPS	
<b>Registration Number:</b>	5746796	LIVEOPS NATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	202-776-2046		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1243		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	05/05/2021		
<b>Total Attachments: 6</b>			
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## **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is entered into as of April 28, 2021 by and between **COMERICA BANK** ("**Bank**") and **LIVEOPS, INC.**, a Delaware corporation ("**Grantor**") and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of November 19, 2015, as amended from time to time (the "Original IPSA"). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

### **RECITALS**

Bank, Grantor, LIVEOPS AGENT SERVICES, LLC, a Delaware limited liability company ("**Services**"), LIVEOPS AGENT, LLC, a Delaware limited liability company ("**Agent**") (Grantor, Services and Agent are each a "**Borrower**" and, collectively, the "**Borrowers**") are parties to that certain Loan and Security Agreement dated as of December 17, 2013 (as the same may from time to time be amended, modified, supplemented or restated, the "**Original Agreement**"). Bank and Borrowers propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (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), which amends and restates in its entirety and without novation, the Original Agreement. Bank is willing to enter into the Loan Agreement with Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other Loan Document between Grantor and Bank, 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 Collateral (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, divisionals, 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 related 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 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 Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth, as of the date hereof, any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

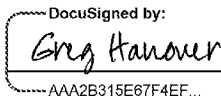
[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Each of the undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

**GRANTOR:**

Address of Grantor:  
1365 N Scottsdale Road, Suite 390  
Scottsdale, AZ 85257  
Attn: Chief Executive Officer

**LIVEOPS, INC.**, a Delaware corporation

By:  \_\_\_\_\_  
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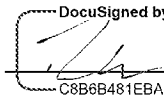
Name: Greg Hanover  
Title: Chief Executive Officer

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By:  \_\_\_\_\_  
C8B6B481EBAB435...

Name: Robert Hernandez  
Title: Senior Vice President

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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NONE.

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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NONE.

**EXHIBIT C****Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
LIVEWORK (US)	3,920,354 (Abandoned/Expired)	02/15/11
LIVEWORK (US)	3,904,894 (Abandoned/Expired)	01/11/11
THE CALL CENTER HAS LEFT THE BUILDING (US)	3,605,309 (Abandoned/Expired)	04/14/09
LIVEOPS (US)	3,404,231	04/01/08
LIVEOPS NATION (US)	5,746,796 87/786,953	05/07/19 02/06/18
WORK AROUND YOUR LIFE (US)	87/405,763 (Abandoned/Expired)	04/10/17
WORK AROUND YOUR LIFE (Canada)	1,832,220	04/11/17
LIVEOPS NATION (Canada)	1,909,535	07/16/18
LIVEOPS (India)	894922	12/22/10
LIVEOPS (Madrid)	935606	05/03/07
LIVEOPS (Australia)	935606	05/03/07
LIVOPS (Europe)	935606	05/03/07