

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1934 It Happened One Night LLC		05/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AvidBank		
Street Address:	1732 North 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4889504	PHYTOWORX	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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>			
Phone:	(919)838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire / Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	05/31/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2021, by and between AVIDBANK ("Bank") and 1934 IT HAPPENED ONE NIGHT LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor's parent, Boosted Ecommerce, Inc. ("Borrower"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Borrower, Grantor and Borrower's other subsidiaries dated as of May 26, 2021 (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).

B. Bank is willing to make the Loans to Borrower (from which Grantor will obtain substantial direct and indirect benefit), but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 agreement now existing or hereafter arising 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, 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, 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 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.

[Signature page follows]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

Address of Grantor:

Boosted Commerce, Inc.
9903 Santa Monica Blvd., Suite 605
Beverly Hills, CA 90212
Attention: Keith Richman
Email: keith@boostedcommerce.com

GRANTOR:

1934 IT HAPPENED ONE NIGHT LLC

By:  _____
Name: Keith Richman
Title: CEO

Address of Bank:

Avidbank
1732 North 1st Street
San Jose, CA 95112
Attn: Prater McKay
Email: pmckay@avidbank.com

BANK:

AVIDBANK

By: _____
Name: _____
Title: _____

[Signature Page of Intellectual Property Security Agreement]

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:

Address of Grantor:

Boosted Ecommerce, Inc.
9903 Santa Monica Blvd., Suite 605
Beverly Hills, CA 90212
Attention: Keith Richmond
Email: keith@boostedcommerce.com

1934 IT HAPPENED ONE NIGHT LLC

By: _____

Name: _____

Title: _____

Address of Bank:

Avidbank
1732 North 1st Street
San Jose, CA 95112
Attn: Porter McKay
Email: pmckay@avidbank.com

BANK:

AVIDBANK

By: _____

Name: Porter McKay

Title: Senior Vice President

EXHIBIT A

Copyrights

Owner	Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
None			

EXHIBIT B

Patents

Owner	Patent/Patent Application	Patent No./ Application No.	Issue Date/ Application Date
None			

EXHIBIT C

Trademarks

Owner	Trademark/ Trademark Application	Trademark No./ Application No.	Issue Date/ Application Date
1934 IT HAPPENED ONE NIGHT LLC	Phytoworx	4889504	January 19, 2016