

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Similarity Acquisition Corp.		06/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street, Suite 1400		
Internal Address:	Attention: Legal Department		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5332876	PREDICTIONS WITH THE WHY	
Registration Number:	4821947	SIMMACHINES SIMILARITY SEARCH & PATTERN	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300 Suite 3		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	06/04/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 4, 2021 (the "**Agreement**") between WESTERN ALLIANCE BANK, an Arizona corporation ("**Bank**"), Similarity Acquisition Corp., a Delaware corporation ("**Grantor**") is made with reference to (i) the Security Agreement, dated as of June 4, 2021, executed by Grantor in favor of Bank (as amended from time to time, the "**Security Agreement**") and (ii) the Guaranty, dated as of June 4, 2021, executed by Grantor in favor of Bank (as amended from time to time, the "**Guaranty**"; and together with the Security Agreement, collectively, the "**Security Documents**"). Terms defined in the Security Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Security Documents, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) 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 license or rights;

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

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, however, the Intellectual Property Collateral shall not include any assets excluded from the collateral described on Exhibit A to the Security Agreement.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Security 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 Security 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SIMILARITY ACQUISITION CORP.,
a Delaware corporation

By: _____

Name: Shahram Haghghi

Title: Vice President and Secretary

Address for Notices:

Similarity Acquisition Corp.
c/o OpenGate Capital Management
10250 Constellation Blvd, Suite 3000
Los Angeles, CA 90067
Attn: Rob Young and Michael Song
Email: ryoung@opengatecapital.com;
msong@opengatecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SIMILARITY ACQUISITION CORP.,
a Delaware corporation

By: _____

Name: Shahram Haghighi

Title: Vice President and Secretary

Address for Notices:

Similarity Acquisition Corp.
c/o OpenGate Capital Management
10250 Constellation Blvd, Suite 3000
Los Angeles, CA 90067
Attn: Rob Young and Michael Song
Email: ryoung@opengatecapital.com;
msong@opengatecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Rick Lamoreux

Title: Senior Director

Address for Notices:

Attn: Note Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

Name	Copyright #	Year Applied
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None.

EXHIBIT B

TRADEMARKS


Client Ref	Matter_ID	Status	Country	Mark	Application No	App Filing Date	Registration No.	Grant Date
		Registered	US	PREDICTIONS WITH THE WHY			5332876	November 14, 2017
		Registered	US	 simMachines <small>FOR INDUSTRIAL APPLICATIONS</small>			4821947	September 29, 2015

EXHIBIT C

PATENTS

Client Ref	Matter_ID	Application Type	Case Type	Status	Country	Title	Application No	App Filing Date
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None.