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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM656403

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UPSHOW, INC.		06/24/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Signature Bank
Street Address:	565 Fifth Avenue
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5642312	MAKE THE WAIT GREAT
Registration Number:	5907724	UPSHOW
Registration Number:	5960598	TV BUILT FOR BRANDS.

CORRESPONDENCE DATA

Fax Number: 9198216800

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: (919) 838-2034

Email: pkarmire@smithlaw.com

Correspondent Name: Perky L. Karmire / Smith Anderson Law

Address Line 1: 150 Fayetteville Street

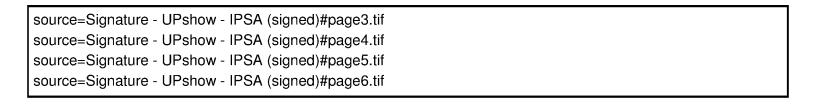
Address Line 2: Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Perky L. Karmire, NCCP	
SIGNATURE:	/s/ Perky L. Karmire	
DATE SIGNED:	06/28/2021	

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 24, 2021 (the "Effective Date") by and between SIGNATURE BANK ("Bank") and UPSHOW, INC. ("Grantor").

RECITALS

- A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated as of May 20, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to continue to make the Loans to Grantor, 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.
- B. 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 (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, as of the Effective Date, 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.

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;	UPSHOW, INC.
160 N. Franklin St., Suite 301 Chicago, IL 60606 Attn: Adam Hirsen	Name: Aclam Hirsen Title: CEO
	BANK:
Address of Bank:	SIGNATURE BANK
Signature Bank-Venture Banking Group 565 Fifth Avenue	Ву:
New York, NY 10017 Attn: Ross Mires	Name:
	William .

[Signature Page to IPSA]

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

	GRANTOR:
Address of Granton	UPSHOW, INC.
160 N. Franklin St., Suite 301	8y
Chicago, IL 60606 Atm: Adam Husen	Name:
	Title
	BANK:
Address of Bank:	SIGNATURE BANK
Signature Bank-Venture Banking Group 565 Fifth Avenue	By <u>22 /4/2</u>
New York, NY 36017 Attn: Ross Mires	Name: Koss Mues
Mill. Rand Miles	The Senior VY

[Signature Page to IPSA]

EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

EXHIBIT B

Patents

Description n/a Patent/App. No. File Date

EXHIBIT C

Trademarks

 Description
 Serial/Registration No.
 File Date

 MAKE THE WAIT GREAT
 5642312
 01/01/2019

 (Word Mark, Int. Cl. 42)
 5907724
 11/12/2019

(Service Mark, Int. Cl. 42)

UPSHOW

TV BUILT FOR BRANDS. 5960598 01/14/2020

(Word Mark, Int. Cl. 42)

RECORDED: 06/28/2021