

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IZOTOPE, INC.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LUCID TRUSTEE SERVICES LIMITED		
Street Address:	No 1 Building 1-5 London Wall Buildings, London Wall		
Internal Address:	6TH FLOOR		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5PG		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	90225591	SPIRE PRO	
Registration Number:	5738539	IZOTOPE	
Registration Number:	5741248	YOUR STUDIO IS READY	
Registration Number:	5803102		
Registration Number:	5625071	NEUTRON	
Registration Number:	5331728	VOCALSYNTH	
Registration Number:	5366034	OZONE ELEMENTS	
Registration Number:	5419232	SPIRE STUDIO	
Registration Number:	5165309	MOBIUS FILTER	
Registration Number:	5140154		
Registration Number:	4935423	RX FINAL MIX	
Registration Number:	4876062	SPIRE	
Registration Number:	4850407	RX LOUDNESS CONTROL	
Registration Number:	4662160	BREAKTWEAKER	
Registration Number:	4357273	INSIGHT	
Registration Number:	4496883	EXPONENTIAL AUDIO	
Registration Number:	4272387	TRASH	
Registration Number:	4271836	IZOTOPE	

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Property Type	Number	Word Mark
Registration Number:	4146759	OZONE
Registration Number:	4199919	IZOTOPE IRIS
Registration Number:	4080089	RX
Registration Number:	4130455	NECTAR
Registration Number:	3954525	ALLOY
Registration Number:	3381488	IZOTOPE
Registration Number:	3448034	IDRUM
Registration Number:	3322289	RADIUS

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 2123108000
Email: juan.arias@weil.com
Correspondent Name: AVI TENNENBERG
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	A.Tennenberg -20064.0005
NAME OF SUBMITTER:	AVI TENNENBERG
SIGNATURE:	/AVI TENNENBERG/
DATE SIGNED:	06/30/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), by IZOTOPE, INC., a Delaware corporation (the "Grantor") in favor of LUCID TRUSTEE SERVICES LIMITED, a company incorporated under the laws of England and Wales, as security trustee for the Secured Parties (the "Security Agent") (as defined in the Facilities Agreement referred to below).

Reference is made to that certain (i) US Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the debtors party thereto, and the Security Agent, pursuant to which the Grantor granted a security interest to the Security Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement, and (ii) Senior Facilities Agreement, dated as of February 23, 2021 (as amended, restated and/or supplemented from time to time, the "Facilities Agreement"), among Aptus 1716. GMBH, the Original Borrower, the Original Guarantors party thereto, the financial institutions party thereto, Lucid Agency Services Limited, as agent, and the Security Agent. Consistent with the requirements set forth in Schedule 2 (Conditions Precedent), Part 2 (Conditions precedent required to be delivered by an Additional Guarantor), Item 10 of the Facilities Agreement, and Section 3(d) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Facilities Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Intercreditor Agreement), the Grantor, pursuant to the Security Agreement, hereby pledges and grants to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the "IP Collateral"; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Property):

- A. all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;
- B. all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;
- D. the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and
- E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Property.

SECTION 3. **Future IP Collateral.** The Grantor hereby authorizes Security Agent to modify this Agreement by amending Schedule I, Schedule II or Schedule III to include any future IP Collateral and the Grantor agrees to execute any agreements, documents or instruments reasonably requested by Security Agent to effectuate such amendment.

SECTION 4. **Security Agreement.** The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 6. **Termination or Release.** This Agreement shall continue in effect until termination of the Security Agreement, and on such date the security interest granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder, and the Security Agent shall take such actions as requested by the Grantor in accordance with Section 11 of the Security Agreement.

SECTION 7. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IZOTOPE, INC., a Delaware corporation, as Grantor

By: 

Name: Anthony Cimino

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

LUCID TRUSTEE SERVICES LIMITED,
as Security Agent

By: 
Name: MELANIE OCKENDEN
Title: AUTHORISED SIGNATORY

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Status	Record Owner
1	SPIRE PRO	90225591	9/30/2020	--	--	Pending	iZotope, Inc.
2	IZOTOPE	88084496	8/20/2018	5738539	4/30/2019	Registered	iZotope, Inc.
3	YOUR STUDIO IS READY	87833824	3/14/2018	5741248	4/30/2019	Registered	iZotope, Inc.
4	Design Only 	87768124	1/24/2018	5803102	7/16/2019	Registered	iZotope, Inc.
5	NEUTRON	87320423	2/1/2017	5625071	12/11/2018	Registered	iZotope, Inc.
6	VOCALSYNTH	87253629	12/1/2016	5331728	11/7/2017	Registered (Suppl. Register)	iZotope, Inc.
7	OZONE ELEMENTS	87204987	10/17/2016	5366034	12/26/2017	Registered	iZotope, Inc.
8	SPIRE STUDIO	87196125	10/7/2016	5419232	3/6/2018	Registered	iZotope, Inc.
9	MOBIUS FILTER	87123928	8/2/2016	5165309	3/21/2017	Registered	iZotope, Inc.
10	Design Only 	86874168	1/13/2016	5140154	2/14/2017	Registered	iZotope, Inc.
11	RX FINAL MIX	86674660	6/25/2015	4935423	4/12/2016	Registered	iZotope, Inc.
12	SPIRE	86610508	4/27/2015	4876062	12/22/2015	Registered	iZotope, Inc.
13	RX LOUDNESS CONTROL	86577252	3/26/2015	4850407	11/10/2015	Registered	iZotope, Inc.
14	BREAKTWEAKER	86144337	12/16/2013	4662160	12/30/2014	Registered	iZotope, Inc.
15	INSIGHT	85749953	10/10/2012	4357273	6/25/2013	Registered	iZotope, Inc.
16	EXPONENTIAL AUDIO	85709279	8/21/2012	4496883	3/18/2014	Registered	iZotope, Inc.
17	TRASH	85667015	7/2/2012	4272387	1/8/2013	Registered	iZotope, Inc.
18	IZOTOPE and Design 	85629462	5/18/2012	4271836	1/8/2013	Registered	iZotope, Inc.
19	OZONE	85465767	11/7/2011	4146759	5/22/2012	Registered	iZotope, Inc.
20	IZOTOPE IRIS	85400219	8/17/2011	4199919	8/28/2012	Registered	iZotope, Inc.
21	RX	85329841	5/25/2011	4080089	1/3/2012	Registered	iZotope, Inc.
22	NECTAR	85119170	8/30/2010	4130455	4/24/2012	Registered	iZotope, Inc.
23	ALLOY	85119156	8/30/2010	3954525	5/3/2011	Registered	iZotope, Inc.
24	IZOTOPE	77211884	6/21/2007	3381488	2/12/2008	Registered	iZotope, Inc.
25	IDRUM	77193138	5/30/2007	3448034	6/17/2008	Registered	iZotope, Inc.
26	RADIUS	77005418	9/22/2006	3322289	10/30/2007	Registered	iZotope, Inc.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

	Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Record Owner
1	System and method for pitch adjusting vocals	12041245	3/3/2008	7974838	7/5/2011	Issued	iZotope, Inc.
2	System and method for guitar signal processing	12354918	1/16/2009	8143509	3/27/2012	Issued	iZotope, Inc.
3	Sound sequencing system and method	12537238	8/6/2009	9076264	7/7/2015	Issued	iZotope, Inc.
4	Automatic labeling and control of audio algorithms by audio recognition	12892843	9/28/2010	9031243	5/12/2015	Issued	iZotope, Inc.
5	Audio limiter system and method	14075759	11/8/2013	9225310	12/29/2015	Issued	iZotope, Inc.
6	Audio dynamic range adjustment system and method	14491608	9/19/2014	9350312	5/24/2016	Issued	iZotope, Inc.
7	Audio control system and related methods	16034691	7/13/2018	10171055	1/1/2019	Issued	iZotope, Inc.
8	Audio control system and related methods	16034717	7/13/2018	10185539	1/22/2019	Issued	iZotope, Inc.
9	Systems and methods for automatically generating enhanced audio output	16137901	9/21/2018	10635389	4/28/2020	Issued	iZotope, Inc.
10	Audio control system and related methods	16182486	11/6/2018	10248380	4/2/2019	Issued	iZotope, Inc.
11	Audio control system and related methods	16182500	11/6/2018	10248381	4/2/2019	Issued	iZotope, Inc.
12	Systems and methods for identifying and remediating sound masking	16250486	1/17/2019	10396744	8/27/2019	Issued	iZotope, Inc.
13	Systems and methods for identifying and remediating sound masking	16512257	7/15/2019	10763812	9/1/2020	Issued	iZotope, Inc.
14	Identifying and addressing noise in an audio signal	16809313	3/4/2020	11017795	5/25/2021	To be Issued	iZotope, Inc.
15	Systems and	16903045	6/16/2020	10972065	4/6/2021	Issued	iZotope, Inc.

	Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Record Owner
	methods for identifying and remediating sound masking						
16	Audio controller	29594043	2/15/2017	D847788	5/7/2019	Issued	iZotope, Inc.
17	--	63152462	2/23/2021	--	--	Pending Provisional	iZotope, Inc.
18	Systems and methods for identifying and remediating sound masking	--	--	--	--	Pending	iZotope, Inc.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.