

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art.sy, Inc.		07/16/2021	Corporation: DELAWARE
See Art Gallery LLC		07/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VCP Capital Markets, LLC		
Street Address:	Four Embarcadero Center, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5994091	A	
Registration Number:	4348693	ART.SY	
Registration Number:	5994090	ARTSY	
Serial Number:	90609137	ARTSY PAY	
Registration Number:	4165234	THE ART GENOME PROJECT	
Registration Number:	4816616	THE ART WORLD IN YOUR POCKET	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street N.W.		
Address Line 2:	Robert S. Strauss Tower		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700858.0022		
NAME OF SUBMITTER:	David C. Lee		

CH \$165.00 5994091

SIGNATURE:	/David C. Lee/
DATE SIGNED:	07/16/2021
Total Attachments: 7 source=Artsy - IP Security Agreement (Executed)#page1.tif source=Artsy - IP Security Agreement (Executed)#page2.tif source=Artsy - IP Security Agreement (Executed)#page3.tif source=Artsy - IP Security Agreement (Executed)#page4.tif source=Artsy - IP Security Agreement (Executed)#page5.tif source=Artsy - IP Security Agreement (Executed)#page6.tif source=Artsy - IP Security Agreement (Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 16, 2021 by and among **VCP Capital Markets, LLC**, as agent (“Agent”), and **Art.sy, Inc.**, a Delaware corporation and **See Art Gallery LLC**, a Delaware limited liability company (collectively, “Grantor”).

RECITALS

A. Agent and Grantor are parties to that certain Loan and Security Agreement dated July 16, 2021 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property and intangible rights, now owned or at any time hereafter acquired by such Grantor, including without limitation, the following worldwide:

(i) the trademarks and service marks, trade dress, slogans, logos, and other indicia of origin, whether registered or not, and all 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, including such items listed on Schedule A hereto,

(ii) the issued patents and patent applications and all like protections including, without limitation, all invention disclosures, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including such items listed on Schedule B hereto,

(iii) all copyrights, copyright rights, copyright applications, copyright registrations, mask works, software, computer programs and other works of authorship, and like protections, including all software codes, and whether or not the same also constitutes a trade secret, including without limitation all applications or registrations for any of the same and all extensions and renewals thereof, including such items listed on Schedule C hereto,

(iv) trade secrets, know-how, and proprietary business information, (v) all rights to recover damages for past, current, and future infringement or violation of any of the foregoing, (vi)

all right, title and interest in and to any and all present and future license, sublicense, and use agreements with respect to any of the foregoing, and

(vii) all present and future proceeds, accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that as of the date of this Agreement, (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all issued patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered or pending registration.

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent with at least 15 days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Agent.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits or modifies any of the terms or provisions of the Loan Agreement, and Agent's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

5. This Agreement may be recorded with the United States Patent and Trademark Office, United States Copyright Office, or any other United States and foreign governmental offices as desired by Agent and Grantor shall provide all assistance in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

401 Broadway, Floor 26
New York, NY 10013

Art. sy, Inc. Signed by:

By Michael Steib
1C6B495D6E934E2
Name Mike Steib
Title Chief Executive Officer

Address of Grantor:

401 Broadway, Floor 26
New York, NY 10013

See Art Gallery, LLC

By Jeffrey Yin
F28BB51DB3124D2...
Name Jeffrey Yin
Title Manager

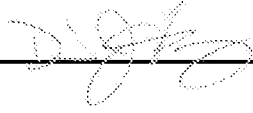
Address of Agent:

VCP Capital Markets, LLC

By: Vista Credit Partners, L.P.

Its: Senior Managing Member

Four Embarcadero Center, 20th
Floor
San Francisco, CA 94111



By: David Flannery

Title: Authorized Person

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

<u>Trademark</u>	<u>Applicant/Owner</u>	<u>Trademark / Application #</u>	<u>Issue / Application Date</u>
A (plus design)	Art.sy, Inc.	5,994,091	2/25/2020
ART.SY	Art.sy, Inc.	4,348,693	6/11/2013
ARTSY	Art.sy, Inc.	5,994,090	2/25/2020
ARTSY PAY	Art.sy, Inc.	90/609,137	3/29/2021
THE ART GENOME PROJECT	Art.sy, Inc.	4,165,234	6/26/2012
THE ART WORLD IN YOUR POCKET	Art.sy, Inc.	4,816,616	9/22/2015

Registered Trademarks and Pending Trademark Applications Licensed

None.

SCHEDULE B

Issued Patents and Patent Applications

None.

Issued Patents and Pending Patent Applications Licensed

None.

SCHEDULE C

Registered Copyrights

None

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed

None

Unregistered Copyrights

None.