

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOVOTO LLC		07/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3422075	MOVOTO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2149536000		
Email:	gmccormack@jw.com		
Correspondent Name:	Jackson Walker L.L.P.		
Address Line 1:	2323 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	218803.00478		
NAME OF SUBMITTER:	Greg McCormack		
SIGNATURE:	/Greg McCormack/		
DATE SIGNED:	08/10/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of July 29, 2021, by and among SILICON VALLEY BANK, a California corporation (“**Bank**”), and OJO HOLDINGS CORP., a Delaware corporation (“**Ojo Holdings**”), OJO LABS INC., a Delaware corporation (“**Ojo Labs**”), OJO LABS INTERNATIONAL INC., a Delaware corporation (“**Ojo International**”), WOLFNET TECHNOLOGIES, LLC, a Minnesota limited liability company (“**WolfNet**”), OJO HOME LLC, a Texas limited liability company (“**Ojo Home**”), OL FINANCIAL LLC, a Texas limited liability company (“**OL Financial**”), REAL SAVVY TECHNOLOGIES INC., a Delaware corporation (“**RST**”), and MOVOTO HOLDINGS, INC., a Delaware corporation (“**Movoto Holdings**”), MOVOTO LLC, a Delaware limited liability company (“**Movoto LLC**”), and MOVOTO, INC., a California corporation (“**Movoto, Inc.**”), and DIGS, INC., a Delaware corporation (“**Digs**”), OJO HOME CALIFORNIA INC., a California corporation (“**Ojo California**”), OJO HOME CONNECTICUT LLC, a Connecticut limited liability company (“**Ojo Connecticut**”), MOVOTO NORTH DAKOTA, LLC, a North Dakota limited liability company (“**Movoto ND**”), and MOVOTO CONNECTICUT, LLC, a Delaware limited liability company (“**Movoto CT**” and, together with OJO Holdings, Ojo Labs, Ojo International, Wolfnet, Ojo Home, OL Financial, RST, Movoto Holdings, Movoto LLC, Digs, Ojo California, Ojo Connecticut and Movoto ND, individually and collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Second Amended and Restated Loan Agreement dated January 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing 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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. **Authorization.** Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which

when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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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:

OJO HOLDINGS CORP.,
a Delaware corporation

By: 
John Berkowitz, President and Chief Executive Officer

OJO LABS INC.,
a Delaware corporation

By: 
John Berkowitz, President and Chief Executive Officer

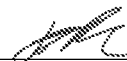
OJO LABS INTERNATIONAL, INC.,
a Delaware corporation

By: 
John Berkowitz, President

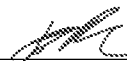
WOLFNET TECHNOLOGIES, LLC,
a Minnesota limited liability company

By: 
John Berkowitz, Chief Executive Officer


OJO HOME LLC,
a Texas limited liability company

By: 
John Berkowitz, Manager


OL FINANCIAL LLC,
a Texas limited liability company

By: 
John Berkowitz, Manager

REAL SAVVY TECHNOLOGIES INC.,
a Delaware corporation

By: 
John Berkowitz, President and Chief Executive Officer

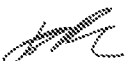
MOVOTO HOLDINGS, INC.,
a Delaware corporation

By: 
John Berkowitz, President

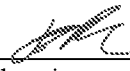
MOVOTO LLC,
a Delaware limited liability company

By: 
John Berkowitz, President

MOVOTO, INC.,
a California corporation

By: 
John Berkowitz, President


DIGS, INC.,
a Delaware corporation

By: 
Name: John Berkowitz
Title: President and Chief Executive Officer

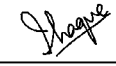
OJO HOME CALIFORNIA INC.,
a California corporation

By: 
Name: John Berkowitz
Title: Chief Executive Officer

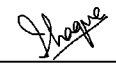
OJO HOME CONNECTICUT LLC,
a Connecticut limited liability company
By: OJO Home LLC, its managing member

By: 
Name: John Berkowitz
Title: Manager

MOVOTO NORTH DAKOTA, LLC,
a North Dakota limited liability company

By: 
Name: Imtiyaz Haque
Title: Chief Executive Officer, Chief Financial Officer and Treasurer

MOVOTO CONNECTICUT, LLC,
a Delaware limited liability company

By: 
Name: Imtiyaz Haque
Title: Chief Executive Officer, Chief Financial Officer and Treasurer

BANK:

SILICON VALLEY BANK,
a California corporation

By: 
Jagan Ghaddar, Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

ISSUED PATENTS

OJO Labs Inc.

(1) COOPERATIVELY OPERATING A NETWORK OF SUPERVISED LEARNING PROCESSORS TO CONCURRENTLY DISTRIBUTE SUPERVISED LEARNING PROCESSOR TRAINING AND PROVIDE PREDICTIVE RESPONSES TO INPUT DATA; Patent No. 10,013,654; Issued July 3, 2018

(2) MACHINE LEARNING OF RESPONSE SELECTION TO STRUCTURED DATA INPUT; Patent No. 10,019,491; Issued July 10, 2018.

(3) MACHINE LEARNING OF RESPONSE SELECTION TO STRUCTURED DATA INPUT; Patent No. 10,970,290; Issued April 6, 2021.

Movoto LLC

(1) STRING-BASED SYSTEMS AND METHODS FOR SEARCHING FOR REAL ESTATE PROPERTIES; Serial Number: 8,024,349; Date: September 20, 2011.

(2) METHODS AND APPARATUS FOR GRAPHICAL ANALYSIS AND DISPLAY OF REAL PROPERTY INFORMATION; Serial Number: 8,788,431; Date: July 22, 2014.

PENDING PATENT APPLICATIONS

OJO Labs Inc.

(1) MACHINE LEARNING OF RESPONSE SELECTION TO STRUCTURED DATA INPUT INCLUDING MOMENTUM CLASSIFICATION (Provisional) Application No. 62/956,166

(2) MACHINE LEARNING OF INSIGHT COMMUNICATION SELECTION TO PROACTIVELY INCREASE USER ENGAGEMENT (Provisional) Application No. 62/956,178

(3) COOPERATIVELY OPERATING A NETWORK OF SUPERVISED LEARNING PROCESSORS TO CONCURRENTLY DISTRIBUTE SUPERVISED LEARNING PROCESSOR TRAINING AND PROVIDE PREDICTIVE RESPONSES TO INPUT DATA Application No. 15/992,851

ISSUED PATENTS AND PENDING PATENT APPLICATIONS LICENSED

None.

**EXHIBIT C
TRADEMARKS**

Registered Trademarks

OJO Labs Inc.:

- (1) OJO (Word); Registration # 5230267; Issued June 27, 2017 (Class 9).
- (2) OJO (Word); Registration # 5978960; Issued February 4, 2020 (Classes 9, 36 & 42).
- (3) OJO (Design); Registration # 5179036; Issued April 11, 2017 (Class 9).
- (4) OJO (Design); Registration # 5978961; Issued February 4, 2020 (Classes 9, 36 & 42).

WolfNet Technologies, Inc.:

- (1) MLSFINDER.COM; Registration # 3479076; Issued Aug 5, 2008; Class 36
- (2) WOLFNET; Registration# 3306809; Issued Oct 9, 2007; Class 42

Real Savvy Technologies Inc.:

- (1) "R" (Design); Registration # 4874229; Issued December 22, 2015; Classes 35 & 36

Movoto LLC:

- (1) Movoto (Word); Registration # 3422075; Issued May 6, 2008; Class 36

Pending Trademark Applications

OJO Labs Inc.:

- (1) MACHINE LEARNING OF RESPONSE SELECTION TO STRUCTURED DATA INPUT INCLUDING MOMENTUM CLASSIFICATION (Provisional) Application No. 62/956,166
- (2) MACHINE LEARNING OF INSIGHT COMMUNICATION SELECTION TO PROACTIVELY INCREASE USER ENGAGEMENT (Provisional) Application No. 62/956,178
- (3) COOPERATIVELY OPERATING A NETWORK OF SUPERVISED LEARNING PROCESSORS TO CONCURRENTLY DISTRIBUTE SUPERVISED LEARNING PROCESSOR TRAINING AND PROVIDE PREDICTIVE RESPONSES TO INPUT DATA Application No. 15/992,851

Registered Trademarks and Pending Trademark Applications Licensed

None.

EXHIBIT D
MASK WORKS

None.