

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667781

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BLOOMFIRE, INC. | | 08/11/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | STERLING NATIONAL BANK | | |
| Street Address: | ONE JERICHO PLAZA | | |
| Internal Address: | 3RD FLOOR | | |
| City: | JERICHO | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11753 | | |
| Entity Type: | NATIONAL BANKING ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4236597 | BLOOMFIRE | |
| Registration Number: | 4334384 | | |
| Registration Number: | 3845107 | BLOOMFIRE | |
| Serial Number: | 86097711 | UNLEASH KNOWLEDGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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: | 4048853868 | | |
| Email: | rusty.close@troutman.com | | |
| Correspondent Name: | CHRISTOPHER CLOSE | | |
| Address Line 1: | TROUTMAN PEPPER LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE, SUITE 3000 | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 257836.000007 | | |
| NAME OF SUBMITTER: | Christopher C Close, Jr. | | |
| SIGNATURE: | /Christopher C. Close Jr./ | | |
| DATE SIGNED: | 08/16/2021 | | |

CH \$115.00 4236597

Total Attachments: 9

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”), dated as of August 11, 2021, is made by **BLOOMFIRE MERGER SUB, INC.**, a Delaware corporation (“**Merger Sub**”), and, upon the effectiveness of the Closing Date Merger, **BLOOMFIRE, INC.**, a Delaware corporation (“**Bloomfire**”), each as a borrower (the “**Borrower**”), in favor of **STERLING NATIONAL BANK**, a national banking association (together with its successors and assigns, “**Bank**”).

RECITALS

WHEREAS, Merger Sub, Bloomfire and Bank are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Bank to make certain loans to Borrower, and (ii) for the grant by Borrower to Bank, of a security interest in the Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Bank. The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms of Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Liabilities**”), the Borrower hereby grants to Bank, a continuing security interest (and hereby confirms its grant of a continuing security interest to Bank under the Loan Agreement) in and to any and all of the Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions

and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. The Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to be filed by Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Bank’s security interest. Bank shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Bank shall execute and deliver any document reasonably requested by Borrower, at Borrower’s joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Bank hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Bank; provided, however, Bank is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of any Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon the Borrower and its successors and permitted assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns; provided, however, no Borrower shall assign this Confirmatory Grant or any of the Borrower's Liabilities and obligations hereunder without the prior written consent of Bank.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. The Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. The Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower; and the Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Bank or its agent.


10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES EXCEPT FOR SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrower have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Bank, as of the date first written above.

BORROWER:

BLOOMFIRE MERGER SUB, INC.

By: 
Name: Aaron W. Davis
Its: President

Following the effectiveness of the Closing Date Merger, Merger Sub will be merged with and into the undersigned. The undersigned hereby assumes and agrees to pay and perform the Liabilities and duties of Merger Sub hereunder and under the other Financing Agreements, as the Borrower

BLOOMFIRE, INC.

By: _____
Name: Mark Hammer
Its: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned Borrower have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Bank, as of the date first written above.

BORROWER:

BLOOMFIRE MERGER SUB, INC.

By: _____

Name: Aaron W. Davis

Its: President

Following the effectiveness of the Closing Date Merger, Merger Sub will be merged with and into the undersigned. The undersigned hereby assumes and agrees to pay and perform the Liabilities and duties of Merger Sub hereunder and under the other Financing Agreements, as the Borrower

BLOOMFIRE, INC.

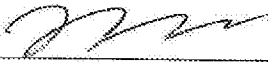
By:  _____

Name: Mark Hammer

Its: Chief Executive Officer

Agreed and Accepted:

STERLING NATIONAL BANK

By: 
Name: Joshua Roberts
Its: Senior Managing Director

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

TRADEMARK
REEL: 007392 FRAME: 0631

EXHIBIT A

PATENTS

None Identified.

EXHIBIT B
TRADEMARKS


| MARK | REGISTRATION No. | FILING DATE | OWNER OF RECORD | STATUS |
|---|------------------|-------------|-----------------|--|
| BLOOMFIRE (& design) | 4,236,597 | 11/06/2012 | BLOOMFIRE, INC. | Active |
|  | 4,334,384 | 05/14/2013 | BLOOMFIRE, INC. | Active |
| BLOOMFIRE | 3,845,107 | 11/07/2010 | BLOOMFIRE, INC. | Active |
| UNLEASH KNOWLEDGE | N/A | N/A | BLOOMFIRE, INC. | Application Number: 86/097711 Filing Date: 10/22/2013 |

EXHIBIT C
COPYRIGHTS

None Identified.