

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTPUT, INC.		08/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90029521	FRONTIER	
Serial Number:	90069380	OUTPUT	
Registration Number:	6397778	THERMAL	
Registration Number:	6154476	PORTAL	
Registration Number:	5735221	ARCADE	
Registration Number:	5735220	ARCADE	
Registration Number:	5337256	OUTPUT	
Registration Number:	5331382	ANALOG STRINGS	
Registration Number:	5149959	EXHALE	
Registration Number:	5063261	MOVEMENT	
Registration Number:	5111234	SUBSTANCE	
Registration Number:	5144357	EXHALE	
Registration Number:	4814434	SIGNAL	
Registration Number:	5052181	REV	
Registration Number:	4671038		
Registration Number:	4463849	OUTPUT	
CORRESPONDENCE DATA			

CH \$415.00 90029521

Fax Number: 4048853900

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: 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:	248435.000078
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NAME OF SUBMITTER:	Christopher C Close, Jr.
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SIGNATURE:	/Christopher C. Close Jr./
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DATE SIGNED:	09/10/2021
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 26, 2021, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and OUTPUT, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of August 26, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

OUTPUT, INC., a Delaware corporation

By DocuSigned by:
Gregg Lehrman
B097396F7FA0471...

Name: Gregg Lehrman

Title: Chief Executive Officer

Address for Notices:

Attn: Stephanie Drazich
1418 N. Spring Street
Los Angeles, California 90012
Email: stephanie.drazich@output.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By DocuSigned by:
Elizabeth Quigley
B2A10BCF8B5049E...

Name: Elizabeth Quigley

Title: Vice President

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
	REV	TX0007936470	02/10/2014

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist


<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
FRONTIER	90/029,521		06/30/2020
OUTPUT	90/069,380		07/23/2020
THERMAL		6,397,778	06/22/2021
PORTAL		6,154,476	09/15/2020
ARCADE		5,735,221	04/23/2019
ARCADE		5,735,220	04/23/2019
OUTPUT		5,337,256	11/14/2017
ANALOG STRINGS		5,331,382	11/07/2017
EXHALE		5,149,959	02/28/2017
MOVEMENT		5,063,261	10/18/2016
SUBSTANCE		5,111,234	12/27/2016
EXHALE (& design)		5,144,357	02/21/2017
SIGNAL		4,814,434	09/15/2015
REV		5,052,181	10/04/2016
		4,671,038	01/13/2015
OUTPUT		4,463,849	01/07/2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>