

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROPER MEDIA, LLC		09/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DRIVE, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5227419	PROPER MEDIA	
Registration Number:	5227420	PROPER MEDIA	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	2021 McKinney Ave., Suite 2000		
Address Line 2:	2021		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-30500		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/14/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 1, 2021 by and between SILICON VALLEY BANK (“**Bank**”) and PROPER MEDIA, LLC (“**Grantor**”), a wholly owned Subsidiary of SOVRN HOLDINGS, INC., a Delaware corporation (“**Holdings**”), which is Grantor’s sole member.

RECITALS

A. Pursuant to that certain Joinder Agreement by and between Bank and Grantor dated on or about the date hereof, Grantor has agreed to become a Borrower under the terms of that certain Fourth Amended and Restated Loan and Security Agreement dated as of May 3, 2017 (as amended, modified, supplemented, extended or restated, the “**Loan Agreement**”), among Holdings, Sovrn, Inc., a Delaware corporation, VigLink, Inc., a Delaware corporation and Bank, and grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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 (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “**Intellectual Property Collateral**”).

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

California law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

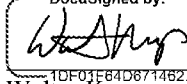
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PROPER MEDIA, LLC,
a California limited liability company

By: sovrn Holdings, Inc.,
a Delaware corporation,
its sole Member

DocuSigned by:

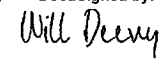


By: _____
Name: Walter Knapp
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:



By: _____
Name:
Title:

EXHIBIT A

Copyrights

Title

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Title

Registration/
Application
Number

Registration/
Filing
Date

None

EXHIBIT C

Trademarks

Mark	Jurisdiction	Registration Date	Registration Number
PROPER MEDIA	United States	June 20, 2017	5227419
PROPER MEDIA (Logo)	United States	June 20, 2017	5227420