

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplement to Second Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLIVE AI, INC.		09/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	222 West Adams Street, Suite 260		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5925569	FRICTIONLESS PRIOR AUTHORIZATION	
Serial Number:	88735166	FRICTIONLESS UTILIZATION MANAGEMENT	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1480687 TM C		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/27/2021		
Total Attachments: 3			
source=D.7.First_Supplement_to_Second_Amended_and_Restated_IPSA_(Senior)#page1.tif			
source=D.7.First_Supplement_to_Second_Amended_and_Restated_IPSA_(Senior)#page2.tif			

OP \$65.00 5925569

FIRST SUPPLEMENT TO SECOND AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This First Supplement to Second Amended and Restated Intellectual Property Security Agreement (this "Supplement") is made as of the 24th day of September, 2021 by OLIVE AI, INC., a Delaware corporation (the "Grantor") in favor of SILICON VALLEY BANK (the "Grantee").

WHEREAS, the Grantor executed and delivered to Grantee an Intellectual Property Security Agreement dated as of December 31, 2020 (as amended from time to time hereinafter, the "Grant"), pursuant to which the Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has developed additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.

2. Supplement to Exhibits.

Exhibit C to the Grant is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.

3. Governing Law. This Supplement 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 Supplement 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. Miscellaneous:

a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

OLIVE AI, INC.

By: 
Name: Sean Lane
Title: Chief Executive Officer

