

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDISON SOFTWARE INC.		11/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	595 Bay Street, CPS--5th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6316904	ONMAIL	
Registration Number:	5439781	EDISON API	
Registration Number:	5444914	EDISON TRENDS	
Registration Number:	5460568	EDISON MAIL	
Registration Number:	5650174	EDISON	
Registration Number:	5460569	EDISON ASSISTANT	
Registration Number:	4530053	DO ENGINE	
Registration Number:	4534018	EASILYDO	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1524333		
NAME OF SUBMITTER:	ANDREW NASH		

OP \$215.00 6316904

SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	11/16/2021
Total Attachments: 6 source=CIBC_Yipit - IP Security Agreement (Edison Software)#page1.tif source=CIBC_Yipit - IP Security Agreement (Edison Software)#page2.tif source=CIBC_Yipit - IP Security Agreement (Edison Software)#page3.tif source=CIBC_Yipit - IP Security Agreement (Edison Software)#page4.tif source=CIBC_Yipit - IP Security Agreement (Edison Software)#page5.tif source=CIBC_Yipit - IP Security Agreement (Edison Software)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 15, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank (“**Bank**”), and EDISON SOFTWARE INC., a Delaware corporation (f/k/a EasyDo, Inc., “**Grantor**”).

RECITALS

A. WHEREAS, Bank and Grantor are parties to that certain Revolving Credit, Term Loan and Security Agreement, dated as of May 6, 2019 (as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of July 17, 2019, that certain Second Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of June 12, 2020, and that certain Third Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of September 7, 2021, and as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among YIPIT HOLDINGS, INC., a Delaware corporation, YIPIT, LLC, a Delaware limited liability company, Grantor, each of the other Loan Parties from time to time party thereto, Bank, as Agent for the Lenders from time to time party thereto (in such capacity, as successor in interest to HERCULES CAPITAL, INC., a Maryland corporation), and the other banks, financial institutions, and other entities parties thereto as Lenders. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

B. WHEREAS, the Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. WHEREAS, Grantor’s execution and delivery of this Agreement is required for the Bank and Lenders continued extension of credit under the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor hereby grants Bank a security interest in, and lien on, all of Grantor’s right, title, and interest in and to its Intellectual Property (excluding any Excluded Property). Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent, and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B, and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations that Grantor obtains subsequent to the date of this Agreement (other than any Excluded Property), and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is an Other Document. This 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. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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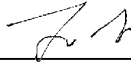
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Edison Software Inc.
555 Clyde Avenue
Suite 100
Mountain View, CA 94043

GRANTOR:

EDISON SOFTWARE INC.

By:  _____

Name: Eric Lesser

Title: Treasurer and Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007495 FRAME: 0989

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Edison Software Inc.
555 Clyde Avenue
Suite 100
Mountain View, CA 94043

GRANTOR:

EDISON SOFTWARE INC.

By: _____
Name:
Title:

Address of Bank:

Canadian Imperial Bank of Commerce, as Administrative Agent
Infrastructure/Technology, Infrastructure and Innovation
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2
Attn: Global Agent Administration Services
Fax: 416-956-3830
Email: dlgo-agency@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Imran Premji
Title: Authorized Signatory

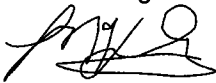
By:  _____
Name: Paul McKinlay
Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

NONE

<u>COPYRIGHTS / COPYRIGHT APPLICATIONS</u>	<u>COPYRIGHT NO. / APPLICATION NO.</u>	<u>ISSUE DATE / APPLICATION DATE</u>
NONE	N/A	N/A

EXHIBIT B

PATENTS

Country	Title	Application #	Filing Date	Pub No.	Pub Date	Patent #	Issue Date	Inventor(s)	Current Assignee
US	EXTRACTING DATA FROM MESSAGES FOR MULTIPLE ACCOUNTS	14/215,366	3/17/2014	N/A	N/A	9,176,945	11/3/2015	Mikael Berner, Kesava Neeli, Yuanhao Wu, Guibin Zhou, Liangping Li	Edison Software Inc.
US	System and Method for Creating Autonomous Agents Using Smart Triggers and Actions	61/793,685	3/15/2013	N/A	N/A	N/A	N/A	Carl Mikael Berner, Kesava Neeli, Shuhao Zhang, Simon Lau	EasilyDo Inc.
US	Extracting Data from Messages for Multiple Accounts	14/214,289	3/14/2014	N/A	N/A	N/A	N/A	Mikael Berner, Kesava Neeli, Yuanhao Wu, Guibin Zhou, Liangping Li	Edison Software Inc.
US	Sending Event-Triggered Messages and Gifts to Network Users	13/422,769	3/16/2012	20130246524	9/19/2013	N/A	N/A	Mikael Berner, Kavita Gaitonde, Edgar Kalns, Jon Landis, Kesava Neeli, Hetal Pandya	EasilyDo Inc.
US	Automatic Execution of Actionable Tasks	13/423,102	3/16/2012	20130247055	9/19/2013	N/A	N/A	Mikael Berner, Edgar Kalns, Kesava Neeli, Guntis Strazds, Shuhao Zhang	EasilyDo Inc.

EXHIBIT C

TRADEMARKS

Mark	Country	Appln No. Appln. Date	Reg. No Reg. Date	Status
ONMAIL	US	88792142 2020-02-11	6316904 2021-04-06	Registered
EDISON MOBILE ASSISTANT	US	87504079 2017-06-24		Abandoned
EDISON API	US	87504081 2017-06-24	5439781 2018-04-03	Registered
EDISON TRENDS	US	87456984 2017-05-19	5444914 2018-04-10	Registered
EDISON MAIL	US	87456995 2017-05-19	5460568 2018-05-01	Registered
EDISON	US	87457002 2017-05-19	5650174 2019-01-08	Registered
EDISON ASSISTANT	US	87457006 2017-05-19	5460569 2018-05-01	Registered
DO ENGINE	US	85535239 2012-02-06	4530053 2014-05-13	Registered
EASILYDO	US	85535248 2012-02-06	4534018 2014-05-20	Registered
LIGHTSCAPE	US	74314711 1992-09-17		Abandoned