

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIYA, INC.		11/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88961070	HIYA CONNECT	
Serial Number:	88961077	HIYA PROTECT	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1528527 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	11/23/2021		
Total Attachments: 4			
source=First_Amendment_to_Intellectual_Property_Security_Agreement_-_Hiya_Inc_#page1.tif			
source=First_Amendment_to_Intellectual_Property_Security_Agreement_-_Hiya_Inc_#page2.tif			

OP \$65.00 88961070

source=First_Amendment_to_Intellectual_Property_Security_Agreement_-_Hiya_Inc_#page3.tif

source=First_Amendment_to_Intellectual_Property_Security_Agreement_-_Hiya_Inc_#page4.tif

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of November 22, 2021, by and between **SILICON VALLEY BANK**, a California corporation (“Bank”) and **HIYA, INC.**, a Delaware corporation whose address is 110 Union Street, Suite 500, Seattle, WA 98101 (“Grantor”).

Recitals

A. Grantor has entered into that certain Loan and Security Agreement dated as of August 6, 2018, as amended by that certain First Amendment to Loan and Security Agreement by and between Borrower and Bank dated as of April 22, 2020 (as the same may be further amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of August 6, 2018 (as may be amended, affected, modified, restated, replaced, or supplemented from time to time, the “IP Security Agreement”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto
2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.


C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the first date written above.

GRANTOR:

HIYA, INC.

By:  _____
ARCF2848FEFE472

Name: Aaron Martin

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By:  _____
2DB77D2A89A678C

Name: Chris Berg

Title: Vice President

SCHEDULE B-1

Patents

<u>Description</u>	<u>Application / Registration Number</u>	<u>Application / Registration Date</u>	<u>Status</u>
Unwanted Caller and Message Sender Identification for Restricted Communication Devices	14/277,806/ 10080112	September 18, 2018	Issued
Out-of-Band Call Verification	PCTUS2017067429/ 10,122,851	December 19, 2017	Pending

SCHEDULE C-1

Trademarks

<u>Description</u>	<u>Application / Registration Number</u>	<u>Application / Registration Date</u>	<u>Status</u>
HIYA CONNECT	88961070	June 11, 2020	Pending
HIYA PROTECT	88961077	June 11, 2020	Pending