

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REV.COM, INC.		11/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Agent		
Street Address:	504 Lavaca St., Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90242995	REV	
Serial Number:	90243006	REV	
Serial Number:	90243014	REV	
Registration Number:	4449003	REV	
Serial Number:	90573522	FSTALIGN	
Registration Number:	5005991	MATHELF	
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:	Joanna McCall		
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:	1531802 MEZZ		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	11/30/2021		

OP \$165.00 90242995

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 30, 2021 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”) and **REV.COM, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. **SILICON VALLEY BANK** and **SVB INNOVATION CREDIT FUND VIII, L.P.**, a Delaware limited partnership (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent, and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights of Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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(excluding any "intent-to-use" trademarks at all times prior to the first use thereof), including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement 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 Agreement 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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[Signature Page Follows]


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

GRANTOR:

Address:

REV.COM, INC.
1717 W. 6th St., Suite 310
Austin, TX 78703
Attn: Jason Chicola, CEO

REV.COM, INC.

By:  _____
DocuSigned by:
99750E8A70104F...

Name: Jason Chicola

Title: Chief Executive Officer

AGENT:

Address:

SILICON VALLEY BANK
1200 17th Street, 16th Floor
Denver, CO 80202
Attn: Max Froseth, Director

SILICON VALLEY BANK, as Agent

By:  _____
DocuSigned by:
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Name: Max Froseth

Title: Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

ACTIVE/113127638.3

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354271-001132

EXHIBIT B

Patents

Country	Title	App. No./Filing Date	Pat. No./Issue Date
Australia	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 201937030 Filed 10/30/2019	
Canada	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 3115548 Filed 10/30/2019 Pub. No. 3874490 Published 9/8/2021	
China	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 201980070755X Filed 10/30/2019 Pub. No. CN113348504A Published 9/3/2021	
European Patent	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 19877574.4 Filed 10/30/2019 Pub. No. 3874490 Published 9/8/2021	
New Zealand	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 774716 Filed 10/30/2019	
United States	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 16/177061 Filed 10/31/2018 Pub. No. 2020-0135204 Published 4/30/2020	
United States	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. 17/087330 Filed 11/2/2020 Pub. No. 2021-0050015 Published 2/18/2021	
WIPO	Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation	App. PCT/US2019/058870 Filed 10/30/2019 Pub. No. 2020/092569 Published 5/7/2020	
United States	Systems And Methods For Aligning A Reference Sequence Of Symbols With Hypothesis Requiring Reduced Processing And Memory	App. 17/069462 Filed 10/13/2020	
WIPO	Systems And Methods For Aligning A Reference Sequence Of Symbols With Hypothesis Requiring Reduced Processing	App. PCT/US2021/054620 Filed 10/12/2021	

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EXHIBIT C

Trademarks

Country	Trademark	App. No./Filing Date	Reg. No./Reg. Date
Australia	REV	App. 2170126 Filed 4/9/2021	
Canada	REV	App. 2098719 Filed 4/9/2021	
China	REV	App. 56740625 Filed 6/8/2021	
European Union	REV	App. 018451361 Filed 4/12/2021	Reg. 018451361 Issued 9/14/2021
Mexico	REV	App. 2528832 Filed 4/9/2021	Reg. 2267199 Issued 7/1/2021
Mexico	REV	App. 2528866 Filed 4/9/2021	
Mexico	REV	App. 2528839 Filed 4/9/2021	Reg. 2267204 Issued 7/1/2021
New Zealand	REV	App. 1175904 Filed 4/9/2021	
United States	REV	App. 90/242995 Filed 10/8/2020	
United States	REV	App. 90/243006 Filed 10/8/2020	
United States	REV	App. 90/243014 Filed 10/8/2020	
United States	REV	App. 85/797419 Filed 12/7/2012	Reg. 4449003 Issued 12/10/2013
European Union	FSTAlign	App. 018554920 Filed 9/9/2021	
United Kingdom	FSTAlign	App. UK00003692412 Filed 9/9/2021	
United States	FSTAlign	App. 90/573522 Filed 3/11/2021	
United States	MathElf	App. 86/651698 Filed 6/4/2015	Reg. 5005991 Issued 7/26/2016

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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