

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SILICON VALLEY BANK		12/17/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INTEGRATE.COM, INC.		
<b>Street Address:</b>	111 West Monroe		
<b>Internal Address:</b>	19th Floor		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85003		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4579281		
<b>Serial Number:</b>	87295609		
<b>Serial Number:</b>	87295604	INTEGRATE	
<b>Serial Number:</b>	87295598	INTEGRATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	212-596-9287		
<b>Email:</b>	nicole.mollica@ropesgray.com		
<b>Correspondent Name:</b>	Nicole Mollica, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	AGW-412		
<b>NAME OF SUBMITTER:</b>	Nicole Mollica		
<b>SIGNATURE:</b>	/nicole mollica/		
<b>DATE SIGNED:</b>	12/21/2021		
<b>Total Attachments: 19</b>			

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**RELEASE OF SECURITY INTEREST**

This Release of Security Interest, dated as of December 17, 2021, is made by Silicon Valley Bank (“Lender”) pursuant to the termination of that certain Third Amended and Restated Loan and Security Agreement dated April 1, 2020, as amended by that certain First Amendment to Third Amended and Restated Loan and Security Agreement dated April 5, 2021 (the “Loan Agreement”), by and among Lender, Integrate.com, Inc. (“Integrate”), SR Solutions Inc (“SR Solutions”), Akkroo Solutions Limited (“Akkroo”), and Integrate (Europe) Ltd. (“Integrate Ltd” and with Integrate, SR Solutions and Akkroo, individually and collectively, jointly and severally, as the context may require, “Borrower”).

WITNESSETH:

WHEREAS, in accordance with the Loan Agreement, Integrate and Lender entered into an Amended and Restated Intellectual Property Security Agreement dated as of August 30, 2017 (the “Integrate Security Agreement”), a copy of which is appended hereto as Exhibit A, pursuant to which Lender was granted a security interest in Integrate’s Intellectual Property Collateral (as defined in the Integrate Security Agreement), including the trademarks listed in Exhibit C thereof;

WHEREAS, in accordance with the Loan Agreement, SR Solutions and Lender entered into an Intellectual Property Security Agreement dated as of April 1, 2020 (the “SR Solutions Security Agreement” and, along with the Integrate Security Agreement, the “Security Agreement”), a copy of which is appended hereto as Exhibit B, pursuant to which Lender was granted a security interest in SR Solution’s Intellectual Property Collateral (as defined in the SR Solutions Security Agreement), including the copyrights listed in Exhibit A thereof, the patents listed in Exhibit B thereof and the trademarks listed in Exhibit C thereof;

WHEREAS, Lender acknowledges full payment, performance and satisfaction of Borrower’s obligations under the Loan Agreement secured by the above-referenced Security Agreements; and

WHEREAS, the Borrower has requested that Lender release its security interest in the Intellectual Property Collateral in connection with the termination of the Loan Agreement and each Security Agreement (the “Released IP Collateral”).

NOW, THEREFORE, Lender hereby **RELEASES** all of its security interest in the Intellectual Property Collateral under each of the Security Agreements.

Lender **agrees, at the Borrower’s expense**, to cooperate with the Borrower and to provide the Borrower with the information and additional authorization necessary to effect the release of Lender’s security interest in the Released IP Collateral, including any necessary filings with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Lender has executed this Release as of the date first set forth above.

SILICON VALLEY BANK

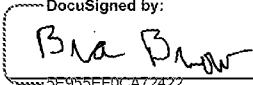
By:   
Name: Brian Brown  
Title: Managing Director

EXHIBIT A

Amended and Restated Intellectual Property Security Agreement dated as of August 30, 2017

(see attached)

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 30, 2017 by and between SILICON VALLEY BANK (“**Bank**”) and INTEGRATE.COM, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Grantor and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of May 10, 2013, (as amended, restated, modified or supplemented from time to time, the “**Original Agreement**”). As of the date hereof, Grantor and Bank have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof in order to amend and restate, without novation, the Original Agreement (the “**Restated Agreement**”). Capitalized terms used herein without definition are used as defined in the Restated Agreement. Bank is willing to enter into the Restated Agreement, but only upon the condition, among others, that Grantor shall grant to Bank 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 Restated Agreement.

B. Bank and Grantor have previously entered into that certain Intellectual Property Security Agreement dated as of October 20, 2014 (as the same may have been amended, restated or otherwise modified, the “**Original IP SA**”). Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP SA. All security interests granted under the Original IP SA are hereby confirmed and ratified and shall continue to secure all Obligations under the Restated Agreement.

C. Pursuant to the terms of the Restated 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, as collateral security for the prompt and complete payment when due of its obligations under the Restated Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Restated 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 (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 or 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 that may be available to 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, 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Restated Agreement, which is hereby incorporated by reference. The provisions of the Restated Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Restated 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 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).

[SIGNATURE PAGE FOLLOWS.]

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

GRANTOR:

INTEGRATE.COM, INC.

Address of Grantor:

~~4000 N. Scottsdale Road, Suite 4000~~

~~Scottsdale, AZ 85251~~

111 West Monroe St.  
Phoenix, AZ 85003

By: 

Name: David Tomizaka

Title: CFO

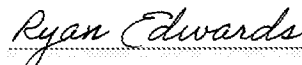
BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive

Santa Clara, CA 95054

By: 

Name: Ryan Edwards

Title: Managing Director

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007538 FRAME: 0041**



**EXHIBIT A**

Copyrights

Description

Registration Number

Registration Date

**None.**

**EXHIBIT B**

Patents

Description

Application/ Patent  
Number

Application/Issue  
Date

**None.**

**EXHIBIT C**

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Filing / Registration Date</u>
(DESIGN)	4,579,281	08/05/14
INTEGRATE (abandoned)	86/131,284	11/27/13
(DESIGN)	87/295,609	01/10/17
INTEGRATE	87/295,604	01/10/17
INTEGRATE	87/295,598	01/10/17

**EXHIBIT D**

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Intellectual Property Security Agreement dated as of April 1, 2020

(see attached)

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of April 1, 2020 by and between SILICON VALLEY BANK (“**Bank**”) and SR SOLUTIONS INC, a Delaware corporation (“**Grantor**”).

### RECITALS

A. INTEGRATE.COM, INC., a Delaware corporation (the “**Existing Borrower**”) and Bank are parties to that certain Second Amended and Restated Loan and Security Agreement dated as of August 29, 2017, as amended by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of October 24, 2018, that certain Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of February 5, 2019, that certain Third Amendment to Second Amended and Restated Loan and Security Agreement dated as of May 8, 2019, that certain Fourth Amendment to Second Amended and Restated Loan and Security Agreement dated as of August 28, 2019, that certain Fifth Amendment to Second Amended and Restated Loan and Security Agreement dated as of October 10, 2019, that certain Sixth Amendment to Second Amended and Restated Loan and Security Agreement dated as of November 26, 2019, and that certain Seventh Amendment to Second Amended and Restated Loan and Security Agreement dated as of January 21, 2020 (as the same may from time to time be amended, restated, modified or supplemented, the “**Original Agreement**”). As of the date hereof, Bank, Grantor, Existing Borrower, Akkroo Solutions Limited, a company incorporated under the laws of England and Wales (“**Akkroo**”) and Integrate (Europe) Ltd, a company incorporated under the laws of England and Wales (“**Integrate Ltd**” and with Grantor, Existing Borrower, and Akkroo, the “**Borrowers**”) have entered into that certain Third Amended and Restated Loan and Security Agreement dated as of the date hereof (the “**Restated Agreement**”) in order to amend and restate, without novation, the Original Agreement to, among other things, add Grantor, Akkroo and Integrate Ltd as Borrowers under the Original Agreement. Capitalized terms used herein without definition are used as defined in the Restated Agreement. Bank is willing to enter into the Restated Agreement, but only upon the condition, among others, that Grantor shall grant to Bank 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 Restated Agreement.

B. Pursuant to the terms of the Restated 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, as collateral security for the prompt and complete payment when due of its obligations under the Restated Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Restated 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 (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 or 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 that may be available to 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, 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Restated Agreement, which is hereby incorporated by reference. The provisions of the Restated Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Restated 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 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).

[SIGNATURE PAGE FOLLOWS.]

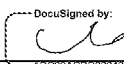


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SR SOLUTIONS INC

Address of Grantor:  
111 W. Monroe Street, Suite 19  
Phoenix, AZ 85003

By:   
Name: David Tomizuka  
Title: President

BANK:

SILICON VALLEY BANK

Address of Bank:  
3003 Tasman Drive  
Santa Clara, CA 95054

By:   
Name: Brian Brown  
Title: Managing Director

**EXHIBIT A**

Copyrights

**Registered Copyrights**

None.

**Unregistered Copyrights**

- Source code for ListenLoop
- Front-end UI/UX design and workflows for ListenLoop's web application
- Original content, graphics, and layout at \*.listenloop.com
- Original content, diagrams, etc., created in furtherance of product development
- Other business activities

**EXHIBIT B**

Patents

<u>Description</u>	<u>Application/ Patent Number</u>	<u>Application/Issue Date</u>
Facilitating communication with a visitor to a web-based information resource	15,505,722	2/22/17
Gathering user information based on user interactions	14,445,356	1/29/15

**EXHIBIT C**

Trademarks

**Registered Trademarks**

None.

**Unregistered Trademarks**

“ListenLoop” and its distinctive double-O graphic.

**EXHIBIT D**

Mask Works

None.