

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIGHTSLINE SOFTWARE, INC.		12/31/2021	Corporation: CALIFORNIA
CRITICAL MASS STUDIOS INC.		12/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	199 Bay Street, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	BANK: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5117558	RIGHTSLINE
Registration Number:	5135692	AVAILABLE
Registration Number:	5135712	R
Registration Number:	4757591	KNOW YOUR RIGHTS
Registration Number:	5036164	INTELLIGENCE TO INTELLECTUAL PROPERTY
Registration Number:	5135693	INDIEMAKR
Registration Number:	5183701	DATE MATH
Registration Number:	5274905	AUTO-AVAILS
Serial Number:	97015224	RIGHTS EXPLORER

CORRESPONDENCE DATA

Fax Number: 6508497400

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.

Phone: 6508435780

Email: kceron@cooley.com

Correspondent Name: Karla Ceron

Address Line 1: 3175 Hanover Street

CH \$240.00 5117558

Address Line 4: Palo Alto, CALIFORNIA 94304-1130

ATTORNEY DOCKET NUMBER: 313569.197

NAME OF SUBMITTER: Karla Ceron

SIGNATURE: /karla ceron/

DATE SIGNED: 01/04/2022

Total Attachments: 7

source=02 IPSA - Critical Mass Studios (12.31.2021)#page1.tif
source=02 IPSA - Critical Mass Studios (12.31.2021)#page2.tif
source=02 IPSA - Critical Mass Studios (12.31.2021)#page3.tif
source=02 IPSA - Critical Mass Studios (12.31.2021)#page4.tif
source=02 IPSA - Critical Mass Studios (12.31.2021)#page5.tif
source=02 IPSA - Critical Mass Studios (12.31.2021)#page6.tif
source=02 IPSA - Critical Mass Studios (12.31.2021)#page7.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 December 31, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and each of the undersigned grantors (collectively, “**Grantors**”, and each, a “**Grantor**”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

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

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

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

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

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

3. This Agreement is a Loan 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


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

Address of Grantors:


448 S Hill St, Ste 901
Los Angeles, CA 90013
Attention: Chief Financial Officer

GRANTORS:

RIGHTSLINE SOFTWARE, INC.

By: 
Name: Michael Dunn
Title: CFO

CRITICAL MASS STUDIOS INC.

By: 
Name: Michael Dunn
Title: CFO

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Amy Olah; Patrick Klos

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

448 S Hill St, Ste 901
Los Angeles, CA 90013
Attention: Chief Financial Officer

GRANTORS:

RIGHTSLINE SOFTWARE, INC.

By: _____
Name: _____
Title: _____

CRITICAL MASS STUDIOS INC.


By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Amy Olah; Patrick Klos

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Amy Olah
Title: Managing Director

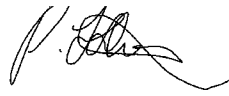
By: 
Name: Patrick Klos
Title: Associate

EXHIBIT A
COPYRIGHTS

<u>GRANTOR</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None			

EXHIBIT B

PATENTS

<u>GRANTOR</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
None			

EXHIBIT C
TRADEMARKS

INTELLECTUAL PROPERTY	TERRITORY	SUBTYPE	OWNER/ASSIGNEE	APPLICATION	REGISTRATION	STATUS	FILED	PUBLISHED	ISSUED	NEXT MAINT	RENEWED
rightsline	USA	Service Mark	Critical Mass Studios, Inc.	86891125	5117856	Registered	29-Jan-16	25-Oct-16	10-Jan-17	10-Jan-22	
rightsline	UK	Word Only	Critical Mass Studios, Inc.	UK00003437704	UK00003437704	Registered	18-Oct-19	1-Nov-19	17-Jan-20	18-Oct-23	
available	USA	Service Mark	Critical Mass Studios, Inc.	86891146	5136692	Registered	29-Jan-16	22-Nov-16	7-Feb-17	7-Feb-22	
available	UK	Word Only	Critical Mass Studios, Inc.	UK00003437710	UK00003437710	Registered	18-Oct-19	1-Nov-19	17-Jan-20	18-Oct-23	
circle-r	USA	Service Mark	Critical Mass Studios, Inc.	86901950	5135712	Registered	9-Feb-16	22-Nov-16	7-Feb-17	7-Feb-22	
know your rights	USA	Service Mark	Critical Mass Studios, Inc.	86357698	4757591	Registered	5-Aug-14	6-Jan-15	16-Jun-15	19-Jan-28	
intelligence to intellectual property	USA	Service Mark	Critical Mass Studios, Inc.	86391107	5036164	Registered	29-Jan-16	21-Jan-16	6-Sep-16	6-Sep-21	7-Sep-21
indiemakr	USA	Service Mark	Critical Mass Studios, Inc.	86891157	5136693	Registered	29-Jan-16	22-Nov-16	7-Feb-17	7-Feb-22	
date math	USA	Service Mark	Critical Mass Studios, Inc.	86891249	5133701	Registered	28-Jan-16	19-Sep-16	11-Apr-17	11-Apr-22	
auto-avails	USA	Service Mark	Critical Mass Studios, Inc.	87262462	5274905	Registered	8-Dec-16	13-Jan-17	29-Aug-17	29-Aug-22	
rights explorer	USA	Service Mark	Critical Mass Studios, Inc.	97015224		Filed	7-Sep-21				

TRADEMARK

REEL: 007549 FRAME: 0488

RECORDED: 01/04/2022