

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VideoAmp, Inc.		01/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., as Agent		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6456531	POWERED BY THE VIDEOAMP PLATFORM	
Registration Number:	6262747		
Registration Number:	6262746	VIDEOAMP	
Registration Number:	6262745	VIDEOAMP	
Registration Number:	5373709		
Registration Number:	5117572	XC LOGIC	
Registration Number:	4886527	CONVERSION LOGIC	
Serial Number:	88676631	POWERED BY VIDEOAMP	
Serial Number:	88932621	DATAAMP	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		

CH \$240.00 6456531

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	01/21/2022
Total Attachments: 16	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of January 21, 2022, is made by VIDEOAMP, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent (together with its successors and assigns in such capacity, “Agent”) for itself and the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the 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 its benefit and the 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 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, re-examination certificates, utility models, 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, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

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.

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.

3. 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law,

including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

VIDEOAMP, INC., a Delaware corporation



By: Paul Ross

Title: Chief Financial Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent

By: _____

Title: _____

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:

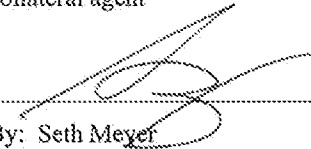
VIDEOAMP, INC., a Delaware corporation

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent



By: Seth Meyer

Title: CFO

EXHIBIT A

Copyrights

None.

EXHIBIT B
Patents

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	SEQUENTIAL DELIVERY OF ADVERTISING CONTENT ACROSS MEDIA DEVICES	15/219,264	2016-07-25	9,980,011	2018-05-22	United States of America
VideoAmp, Inc.	SEQUENTIAL DELIVERY OF ADVERTISING CONTENT ACROSS MEDIA DEVICES	15/985,639	2018-05-21	Pending	N/A	United States of America
VideoAmp, Inc.	CROSS-SCREEN MEASUREMENT ACCURACY IN ADVERTISING PERFORMANCE	16831222.1	2016-07-25	Pending	N/A	European Patent
VideoAmp, Inc.	CROSS-SCREEN MEASUREMENT ACCURACY IN ADVERTISING PERFORMANCE	15/219,268	2016-07-25	10,555,050	2020-02-04	United States of America

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	TARGETING TV ADVERTISING SLOTS BASED ON CONSUMER ONLINE BEHAVIOR	201680055868.9	2016-07-25	Pending	N/A	China
VideoAmp, Inc.	TARGETING TV ADVERTISING SLOTS BASED ON CONSUMER ONLINE BEHAVIOR	15/219,259	2016-07-25	10,085,073	2018-09-25	United States of America
VideoAmp, Inc.	TARGETING TV ADVERTISING SLOTS BASED ON CONSUMER ONLINE BEHAVIOR	16/120,149	2018-08-31	Pending	N/A	United States of America
VideoAmp, Inc.	YIELD OPTIMIZATION OF CROSS-SCREEN ADVERTISING PLACEMENT	201780016959.6	2017-01-13	Pending	N/A	China

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	YIELD OPTIMIZATION OF CROSS-SCREEN ADVERTISING PLACEMENT	17739108.3	2017-01-13	Pending	N/A	European Patent
VideoAmp, Inc.	CROSS-SCREEN OPTIMIZATION OF ADVERTISING PLACEMENT	15/219,262	2016-07-25	9,980,010	2018-05-22	United States of America
VideoAmp, Inc.	YIELD OPTIMIZATION OF CROSS-SCREEN ADVERTISING PLACEMENT	15/406,647	2017-01-13	10,812,870	2020-10-20	United States of America
VideoAmp, Inc.	CROSS-SCREEN OPTIMIZATION OF ADVERTISING PLACEMENT	15/985,634	2018-05-21	10,667,020	2020-05-26	United States of America

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	PROGRAMMATIC TV ADVERTISING PLACEMENT USING CROSS-SCREEN CONSUMER DATA	15/421,243	2017-01-31	10,136,174	2018-11-20	United States of America
VideoAmp, Inc.	PROGRAMMATIC TV ADVERTISING PLACEMENT USING CROSSSCREEN CONSUMER DATA	16/190,056	2018-11-13	Pending	N/A	United States of America
VideoAmp, Inc.	CROSS-SCREEN OPTIMIZATION OF ADVERTISING PLACEMENT	16/883,935	2020-05-26	Pending	N/A	United States of America
VideoAmp, Inc.	ELECTRONIC MULTI-TENANT DATA MANAGEMENT SYSTEM	16/742,721	2020-01-14	Pending	N/A	United States of America

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	CROSS-SCREEN MEASUREMENT ACCURACY IN ADVERTISING PERFORMANCE	16/782,006	2020-02-04	Pending	N/A	United States of America
VideoAmp, Inc.	CROSS-SCREEN MEASUREMENT ACCURACY IN ADVERTISING PERFORMANCE	18115408.4	2016-07-25	1256462	N/A	Hong Kong
VideoAmp, Inc.	CROSS-SCREEN OPTIMIZATION OF ADVERTISING PLACEMENT	201680055790	2016-07-26	Pending	July 9, 2021	China
VideoAmp, Inc.	YIELD OPTIMIZATION OF CROSS-SCREEN ADVERTISING PLACEMENT	17/075,639	2020-10-20	Pending	N/A	United States of America
VideoAmp, Inc.	SEQUENTIAL DELIVERY OF ADVERTISING CONTENT ACROSS MEDIA DEVICES	18115407	2016-07-25	1256461		Hong Kong

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	STRATEGY FOR HIGH FREQUENCY, AUTONOMOUS SYNDICATION OF DATA RELATING TO MEDIA FOR THE PURPOSE OF INVENTORY SELECTION	202110700535X	2016-07-25			China
VideoAmp, Inc.	ELECTRONIC MULTI-TENANT DATA MANAGEMENT SYSTEM	PCT/US2021/013484	2021-01-14			International
VideoAmp, Inc.	DATA CLEAN ROOM	63/179,139	2021-04-23			United States of America
VideoAmp, Inc.	DATA CLEAN ROOM	17/383,333	July 22, 2021	Pending	N/A	United States of America
VideoAmp, Inc.	DATA CLEAN ROOM	17/387,908	July 28, 2021	Pending	N/A	United States of America
VideoAmp, Inc.	DATA CLEAN ROOM	17/387,920	July 28, 2021	Pending	N/A	United States of America

Owner	Patent Application Title	Application Number	Filed Date	Patent No.	Grant Date	Country
VideoAmp, Inc.	YIELD OPTIMIZATION OF CROSS-SCREEN ADVERTISING PLACEMENT	PCT/US2017/013569	January 13, 2017		September 14, 2021	China

EXHIBIT C
Trademarks

Owner	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date	Country
VideoAmp, Inc.	POWERED BY THE VIDEOAMP PLATFORM	Registered	88/676,635	1 November 2019	6456531	17 August 2021	United States
VideoAmp, Inc.	DATAAMP	Pending	88/932,621	26 May 2020	N/A	N/A	United States
VideoAmp, Inc.	POWERED BY VIDEOAMP	Pending	88/676,631	1 November 2019	N/A	N/A	United States
VideoAmp, Inc.	[DESIGN ONLY]	Registered	88/676,628	1 November 2019	6262747	2 February 2021	United States
VideoAmp, Inc.	VIDEOAMP	Registered	88/676,620	1 November 2019	6262746	2 February 2021	United States

VideoAmp, Inc.	VIDEOAMP	Registered	88/676,616	1 November 2019	6262745	2 February 2021	United States
VideoAmp, Inc.	[DESIGN ONLY]	Registered	87/446,593	11 May 2017	5373709	9 January 2018	United States
VideoAmp, Inc.	XCL LOGIC	Registered	86/898,180	4 February 2016	5117572	10 January 2017	United States
VideoAmp, Inc.	CONVERSION LOGIC	Registered	86/294,160	28 May 2014	4886527	12 January 2016	United States

EXHIBIT D
Mask Works

None.

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