

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703916

| | | | |
|---|-----------------------------|-----------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BITCENTRAL, INC. | | 01/21/2022 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | One East Washington Street | | |
| Internal Address: | Attn: Legal Department | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85004 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88612351 | CENTRAL CONTROL | |
| Serial Number: | 88015745 | FUEL BEYOND THE IMAGINATION | |
| Serial Number: | 87340353 | BITCENTRAL | |
| Serial Number: | 86955352 | CONTINUUM | |
| Serial Number: | 85145489 | OASIS | |
| Serial Number: | 85145485 | PRECIS | |
| Serial Number: | 85244687 | | |
| Serial Number: | 76288514 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6167423999 | | |
| <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: | 6167423945 | | |
| Email: | hkooy@btlaw.com | | |
| Correspondent Name: | Barnes & Thornburg LLP | | |
| Address Line 1: | 655 West Broadway | | |
| Address Line 2: | Hillary Kooy | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| ATTORNEY DOCKET NUMBER: | 75123.90 | | |

OP \$215.00 88612351

| | |
|---|----------------|
| NAME OF SUBMITTER: | Hillary Kooy |
| SIGNATURE: | /Hillary Kooy/ |
| DATE SIGNED: | 01/21/2022 |
| Total Attachments: 6 source=02. Bridge Bank - Bitcentral - IP Security Agreement Executed (1.2022)#page1.tif source=02. Bridge Bank - Bitcentral - IP Security Agreement Executed (1.2022)#page2.tif source=02. Bridge Bank - Bitcentral - IP Security Agreement Executed (1.2022)#page3.tif source=02. Bridge Bank - Bitcentral - IP Security Agreement Executed (1.2022)#page4.tif source=02. Bridge Bank - Bitcentral - IP Security Agreement Executed (1.2022)#page5.tif source=02. Bridge Bank - Bitcentral - IP Security Agreement Executed (1.2022)#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 21, 2022, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **BITCENTRAL, INC.**, a California corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of January 21, 2022 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BITCENTRAL, INC.,
a California corporation

By: John Drake
Name: John Drake
Title: CFO

Address for Notices:
Bitcentral, Inc.
4340 Von Karman, Suite 400
Newport Beach, CA 92660
Attn: CFO
Email: legal@bitcentral.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: rick.lamoreux@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 19881720

TRADEMARK
REEL: 007565 FRAME: 0214

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BITCENTRAL, INC.,
a California corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Bitcentral, Inc.
4340 Von Karman, Suite 400
Newport Beach, CA 92660
Attn: CFO
Email: legal@bitcentral.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Danielle Styles

Title: Assistant Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: rick.lamoreux@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 19881720

TRADEMARK
REEL: 007565 FRAME: 0215

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type Of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Preregistered?</u> |
|----------------------|---------------|---|---------------------------------|---------------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

| | <u>Mark / Title:</u> | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>UPTO Reference Number:</u> | <u>Filing Date:</u> |
|-----|--------------------------------|----------------------------|----------------------------------|-------------------------------|---------------------|
| 1. | LOGO | 740191-000040 | 2886961 | 76288514 | 19-Jul-2001 |
| 2. | BITCENTRAL & Logo (CANADA) | 740191-000041 | TMA866050 | 1504223 | 17-Nov-2010 |
| 3. | OASIS | 740191-000042 | 3988868 | 85145489 | 05-Oct-2010 |
| 4. | PRECIS | 740191-000043 | 3980928 | 85145485 | 05-Oct-2010 |
| 5. | IOIO Logo | 740191-000045 | 4199362 | 85244687 | 17-Feb-2011 |
| 6. | CONTINUUM | 740191-000048 | 5,224,273 | 86955352 | 28-Mar-2016 |
| 7. | FUEL BEYOND THE IMAGINATION | 740191-000050 | 6,130,867 | 88015745 | 26-Jun-2018 |
| 8. | Central Control | 740191-000053 | 6513786 | 88612351 | 11-Sep-2019 |
| 9. | BITCENTRAL & Logo | 740191-000049 | 5652350 | 87340353 | 17-Feb-2017 |
| 10. | LINEAR ON DEMAND | 740191-000051 | | | UNFILED |
| 11. | L.O.D. | 740191-000052 | | | UNFILED |

EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued Or Published?</u> | <u>Issue Date:</u> |
|---|-----------------------|-----------------------------------|--|--------------------|
| NONLINEAR PROXY-BASED EDITING SYSTEM AND METHOD WITH IMPROVED MEDIA FILE INGESTION AND MANAGEMENT | 9,116,896 | 13/436,891 | GRANTED. US-2013-0262381-A1. PUBLISHED 10/03/2013 | 25-Aug-2015 |
| NONLINEAR PROXY-BASED EDITING SYSTEM AND METHOD HAVING IMPROVED AUDIO LEVEL CONTROLS | 9,251,850 | 13/720,012 | GRANTED. US-2014-0173437-A1 PUBLISHED 6/19/2014 | 02-Feb-2016 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |