

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THEATRO LABS, INC.		02/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6351514	THEATRO	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1600897 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	02/18/2022		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 18, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2100 North Greenville Avenue, Suite 300, Richardson, Texas 75082 ("Bank") and **THEATRO LABS, INC.**, a Delaware corporation, with its principal place of business located at 307 Hilltop Avenue, Richardson, Texas 75081 ("Grantor").

RECITALS

A. Bank has 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 between Bank and Grantor dated as of February 18, 2022 (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 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 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 foregoing, 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, upon three (3) Business Days' prior written notice to Borrower, 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 Bank 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 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 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).

8. Termination. This Agreement shall terminate and be of no further force or effect immediately upon Bank's release of its Liens in the Collateral pursuant to the terms of Section 3.3 of the Loan Agreement.

[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:

THEATRO LABS, INC.

DocuSigned by:
By: Chris Todd
E2001842FF6C43C...

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Samantha Colletti
8523A52AFB3948D...

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B**Patents****US Patents****As of 2/1/2022**

Description	File Number	Filing Date	Patent/ Application #	Status
Observation Platform for Using Structured Communications	PING-003	2/21/2012	8,948,730	Issued
Observation Platform for Using Structured Communications	PING-003.CON1	6/30/2014	9,271,118	Issued
Observation Platform for Using Structured Communications	PING-003.CON2	12/16/2014	9,414,195	Issued
Observation Platform for Using Structured Communications	PING-003.CON3	12/16/2014	9,445,232	Issued
Observation Platform for Using Structured Communications	PING-003.CON4	7/12/2016	9,971,983	Issued
Observation Platform for Using Structured Communications	PING-003.CON5	7/21/2016	9,971,984	Issued
Observation Platform for Using Structured Communications	PING-003.CON6	7/12/2016	9,691,047	Issued
Observation Platform for Using Structured Communications	PING-003.CON7	5/14/2018	10,586,199	Issued
Observation Platform for Using Structured Communications	PING-003.CON8	3/6/2020	11,205,148	Issued
Observation Platform for Using Structured Communications	PING-003.CON9	12/14/2021	17/550,917	Pending
Observation Platform for Training, Monitoring, and Mining Structured Communications	PING-005	1/11/2013	10,204,524	Issued
Observation Platform for Training, Monitoring, and Mining Structured Communications	PING-005.DIV1	1/22/2019	16/254,354	Pending
Observation Platform for Using Structured Communications with Cloud Computing	PING-006	3/15/2013	9,407,543	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-006.CON1	7/11/2016	10,257,085	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-006.CON2	2/26/2019	10,536,371	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-006.CON3	1/9/2020	11,128,565	Issued
Observation Platform Query	PING-006.CON4	9/1/2021	17/464,608	Pending

Description	File Number	Filing Date	Patent/ Application #	Status
Response				
Mediating a Communication in an Observation Platform	PING-007	3/15/2013	9,602,625	Issued
Structured Communications in an Observation Platform	PING-007.CON1	3/15/2017	10,574,784	Issued
Mediating a Communication in an Observation Platform	PING-007.CON2	2/24/2020	11,038,982	Issued
Detecting under-utilized features and providing training, instruction, or technical support in an observation platform	PING-007.CON3	5/27/2021	17/332850	Pending
Using Structured Communications to Quantify Social Skills	PING-008	8/21/2013	9,053,449	Issued
Using Structured Communications to Quantify Social Skills	PING-008.CON1	4/7/2015	9,501,951	Issued
Using Structured Communications to Quantify Social Skills	PING-008.CON2	6/2/2015	9,514,656	Issued
Observation Platform for Using Structured Communications with Distributed Traffic Flow	PING-009	11/7/2014	9,686,732	Issued
Observation Platform for Performing Structured Communications	PING-010	6/30/2014	9,542,695	Issued
Observation Platform for Performing Structured Communications	PING-010.CON1	12/12/2016	9,928,529	Issued
Observation Platform for Performing Structured Communications	PING-010.CON2	2/28/2018	10,304,094	Issued
Observation Platform for Performing Structured Communications	PING-010.CON3	5/23/2019	10,699,313	Issued
Observation Platform for Determining Proximity of Device Users	PING-010.CON4	6/8/2020	16/896,037	Pending
Content Distribution and Data Aggregation for Scalability of Observation Platforms	PING-011	12/30/2014	10,375,133	Issued
Analysis of Content Distribution using an Observation Platform	PING-011.CON1	7/25/2019	10,785,274	Issued
Analysis of Content Distribution using an Observation Platform	PING-011.CON2	9/21/2020	17/026,535	Allowed
Observation Platform Using Structured Communications with External Devices and Systems	PING-012	9/29/2015	10069781	Issued
Observation Platform Using	PING-012.CON1	8/31/2018	10313289	Issued

Description	File Number	Filing Date	Patent/ Application #	Status
Structured Communications with External Devices and Systems				
Observation Platform Using Structured Communications for Gathering and Reporting Employee Performance Information	PING-013	3/27/2017	10,134,001	Issued
Observation Platform Using Structured Communications for Generating, Reporting and Creating a Shared Employee Performance Library	PING-013.CON1	11/19/2018	10,558,938	Issued
Observation Platform Using Structured Communications for Generating, Reporting and Creating a Shared Employee Performance Library	PING-013.CON2	2/10/2020	16/786,021	Allowed
CONFIGURING, DEPLOYING, AND OPERATING APPLICATIONS FOR STRUCTURED COMMUNICATIONS WITHIN OBSERVATION PLATFORMS	PING-013.CON2.CIP1	7/9/2021	17/371307	Pending
CONFIGURING, DEPLOYING, AND OPERATING AN APPLICATION FOR STRUCTURED COMMUNICATIONS FOR EMERGENCY RESPONSE AND TRACKING	PING-013.CON2.CIP2	7/9/2021	17/371332	Pending
CONFIGURING, DEPLOYING, AND OPERATING AN APPLICATION FOR BUY ONLINE-PICKUP-IN-STORE (BOPIS) PROCESSES, ACTIONS AND ANALYTICS	PING-013.CON2.CIP3	7/9/2021	17/371448	Pending
Data and Analytics for Observation Platforms	TLI-014	12/13/2016	15/377,719	Pending

Non-US Patents

Description	File Number	Filing Date	Application #	Status
Observation Platform for Using Structured Communications	PING-003.CA	2/21/2012	2,827,549	Issued
Observation Platform for Using Structured Communications	PING-003.EP	2/21/2012	2,679,041	Issued
Observation Platform for Using Structured Communications	PING-003.GBDI V	12/15/2015	2529973	Issued
Observation Platform for Using Structured Communications	PING-003.KR	2/21/2012	10- 2013-7021513	Issued

Observation Platform for Using Structured Communications	PING-003.WO	2/21/2012	PCT/US2012/0 25984	Issued
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EXHIBIT C

Trademarks

Description	File Number	Filing Date	Status	Country
Theatro	6,351,514	2/19/2020	Issued	US
Theatro	2056022	10/7/2020	Pending	Canada

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.