

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vobile, Inc.		04/12/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Hongkong and Shanghai Banking Corporation Limited, as Common Security Agent		
Street Address:	1 Queen's Road Central		
Internal Address:	Level 24, HSBC Main Building		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	Bank: HONG KONG		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4899709	RETAILER	
Registration Number:	4939063	BLAYZE	
Registration Number:	5005352	VIDEOID	
Registration Number:	5187979	VOBILE	
Registration Number:	4338693	VOBILE CLOUD	
Registration Number:	5284547	PAY PER TRANSACTION	
Registration Number:	1835804	PAY PER TRANSACTION	
Registration Number:	5467023	V	
Registration Number:	4626511	CHANNELID	
Registration Number:	4626512	RIGHTSID	
Registration Number:	4654276	VOBILE MSYNC	
Registration Number:	4780082	REMATCH	
Registration Number:	4737782	RECLAIM	
Registration Number:	3354129	VOBILE	
Registration Number:	2117294	RPM	
Registration Number:	3573274	VDDB	
Registration Number:	1527442	PPT	
Registration Number:	3619039	MEDIWISE	
Registration Number:	3656148	MEDIATRACKER	

OP \$840.00 4899709

Property Type	Number	Word Mark
Registration Number:	3695405	VOBILE
Registration Number:	3691412	POWERING THE INTERNET VIDEO ECONOMY
Registration Number:	3738408	VIDEOTRACKER
Registration Number:	3747931	AUDIOTRACKER
Registration Number:	3750886	AUDIOTRACKER
Registration Number:	3753457	MEDIATRACKER
Registration Number:	3756938	VDNA
Registration Number:	3763857	VDNA
Registration Number:	3765214	MEDIADNA
Registration Number:	3766506	MEDIADNA
Registration Number:	3774173	VDDDB
Registration Number:	3819875	VIDEOTRACKER
Registration Number:	3942626	MEDIAWISE
Registration Number:	2478846	FORMOVIES

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1649008 TM
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	04/14/2022

Total Attachments: 7
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page2.tif
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page3.tif
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page4.tif
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page5.tif
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page6.tif
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page7.tif
source=[EXECUTED] Project Grand Canal - NY Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2022 (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), is made by VOBILE, INC., a California corporation (the “**Grantor**”), in favor of THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, as the Common Security Agent for the Secured Parties as such terms are defined in the Security Agreement referred to below) (in such capacity, the “**Common Security Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of April 12, 2022 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Common Security Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Common Security Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, as more specifically described therein, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Common Security Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the security interest shall not attach to any “**intent-to-use**” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein or Lien thereon would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Common Security Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

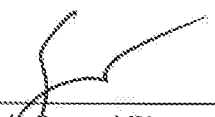
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM OR DISPUTE (WHETHER SOUNDING IN CONTRACT, TORT, STATUTE OR OTHERWISE) RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAW OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ANY OTHER CONFLICT OF LAW RULES THAT WOULD LEAD TO THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. IF THE LAW OF A JURISDICTION OTHER THAN NEW YORK IS, UNDER SECTION 1-301(C) OF THE UCC, MANDATORILY APPLICABLE TO THE PERFECTION, PRIORITY OR ENFORCEMENT OF ANY SECURITY INTEREST GRANTED UNDER THIS AGREEMENT IN RESPECT OF ANY PARTICULAR COLLATERAL, THAT OTHER LAW SHALL APPLY SOLELY TO THE MATTERS OF PERFECTION, PRIORITY OR ENFORCEMENT TO WHICH IT IS MANDATORILY APPLICABLE..

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

VOBILE, INC.

By: _____


Name: Yangbin Bernard Wang
Title: Authorised Signatory

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

Accepted and Agreed:

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, as Common
Security Agent

By: _____

Name:

Title:



Helen Mok
Associate Director

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 007692 FRAME: 0112

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Owner
Rentailer	86644534	28/05/2015	4899709	09/02/2016	Vobile, Inc.
BLAYZE	86448191	07/11/2014	4939063	19/04/2016	Vobile, Inc.
VIDEOID	86817268	11/11/2015	5005352	19/07/2016	Vobile, Inc.
vobile	86932386	08/03/2016	5187979	18/04/2017	Vobile, Inc.
VOBILE CLOUD	85742056	29/09/2012	4338693	21/05/2013	Vobile, Inc.
Pay Per Transaction	87302353	14/01/2017	5284547	12/09/2017	Vobile, Inc.
Pay Per Transaction	74351299	22/01/1993	1835804	10/05/1994	Vobile, Inc.
Vobile V image	87269680	15/12/2016	5467023	15/05/2018	Vobile, Inc.
CHANNELID	86186630	06/02/2014	4626511	21/10/2014	Vobile, Inc.
RIGHTSID	86186971	06/02/2014	4626512	21/10/2014	Vobile, Inc.
vobile msync	86165610	14/01/2014	4654276	09/12/2014	Vobile, Inc.
REMATCH	86262109	24/04/2014	4780082	28/07/2015	Vobile, Inc.
RECLAIM	86252825	15/04/2014	4737782	19/05/2015	Vobile, Inc.

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Owner
Vobile	78870003	26/04/2006	3354129	11/12/2007	Vobile, Inc.
RPM	75015483	06/11/1995	2117294	02/12/1997	Vobile, Inc.
Vddb	77171200	02/05/2007	3573274	10/02/2009	Vobile, Inc.
PPT	73739022	11/07/1988	1527442	28/02/1989	Vobile, Inc.
MediaWise	77581981	30/09/2008	3619039	12/05/2009	Vobile, Inc.
MediaTracker	77618146	19/11/2008	3656148	14/07/2009	Vobile, Inc.
Vobile	77696012	20/03/2009	3695405	13/10/2009	Vobile, Inc.
Powering The Internet Video Economy	77567170	10/09/2008	3691412	06/10/2009	Vobile, Inc.
VideoTracker	77715867	16/04/2009	3738408	12/01/2010	Vobile, Inc.
AudioTracker	77657455	27/01/2009	3747931	09/02/2010	Vobile, Inc.
AudioTracker	77750579	03/06/2009	3750886	16/02/2010	Vobile, Inc.
MediaTracker	77750580	03/06/2009	3753457	23/02/2010	Vobile, Inc.
VDNA	77718705	21/04/2009	3756938	09/03/2010	Vobile, Inc.
VDNA	77358389	21/12/2007	3763857	23/03/2010	Vobile, Inc.

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Owner
MediaDNA	77706965	04/04/2009	3765214	23/03/2010	Vobile, Inc.
MediaDNA	77750577	03/06/2009	3766506	30/03/2010	Vobile, Inc.
Vddb	77696052	20/03/2009	3774173	13/04/2010	Vobile, Inc.
VideoTracker	77750578	03/06/2009	3819875	13/07/2010	Vobile, Inc.
MediaWise	77750574	03/06/2009	3942626	12/04/2011	Vobile, Inc.
Formovies	75543250	27/08/1998	2478846	21/08/2001	Vobile, Inc.