

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721987

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHATBOOKS, INC.		04/08/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	ONE EAST WASHINGTON STREET		
<b>Internal Address:</b>	SUITE 1400		
<b>City:</b>	PHOENIX		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5716558	HOLD WHAT MATTERS	
<b>Registration Number:</b>	5628885	HOLD ON TO WHAT MATTERS	
<b>Registration Number:</b>	5471333		
<b>Registration Number:</b>	5471332		
<b>Registration Number:</b>	5466282	CHATBOOKS	
<b>Registration Number:</b>	5466281	CHATBOOKS	
<b>Registration Number:</b>	4968312	CHATBOOKS	
<b>Registration Number:</b>	4964400	HOLD ON TO WHAT MATTERS	
<b>Registration Number:</b>	4964399	HOLD WHAT MATTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		

CH \$240.00 5716558

<b>ATTORNEY DOCKET NUMBER:</b>	039299.000039
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.
<b>SIGNATURE:</b>	/Christopher C. Close Jr./
<b>DATE SIGNED:</b>	04/18/2022

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 8, 2022 (the “**Agreement**”), between **WESTERN ALLIANCE BANK**, an Arizona corporation (“**Bank**”), and **CHATBOOKS, INC.**, a Delaware corporation (“**Grantor**”), is made with reference to the Loan and Security Agreement, dated as of January 13, 2020, by and between Bank and Grantor, as amended by that certain First Loan and Security Modification Agreement, dated May 8, 2020, by and between Bank and Grantor, as further amended by that certain Second Loan and Security Modification Agreement, dated May 27, 2021, by and between Bank and Grantor, and as further amended by that certain Default Waiver, Joinder Agreement and Third Loan and Security Modification Agreement, dated as of the date hereof, by and among Bank, Grantor and Chatbooks GC, LLC, a Florida limited liability company (as may be further amended, restated, supplemented, extended or otherwise modified from time to time, the “**Loan Agreement**”). 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 Bank a security interest in all right, title, and interest of Grantor, whether now existing or hereafter acquired or created in any and all of the following property constituting Collateral (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.

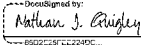
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan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

[Signature Page Follows]

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

**GRANTOR:**

**CHATBOOKS, INC.**, a Delaware corporation

By  \_\_\_\_\_  
DocuSigned by:  
Nathan J. Quigley  
6602215F422240C...

Name: Nathan J. Quigley


Title: Chief Executive Officer

Address for Notices:

Attn: Daniel Jimenez, President and Chief Operating Officer  
382 W. Park Circle, Suite 300  
Provo, Utah 84604  
EMAIL: dan@chatbooks.com

**BANK:**

**WESTERN ALLIANCE BANK**, an Arizona corporation

By  \_\_\_\_\_  
DocuSigned by:  
Matt Wysong  
5A0945A11C11A12...

Name: Matt Wysong

Title: Senior Director

Address for Notices:

Attn: Legal Department  
One East Washington Street, Suite 1400  
Phoenix, Arizona 85004  
Tel: (408) 556-6501  
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

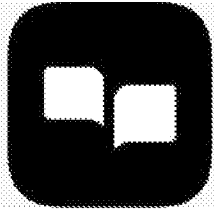
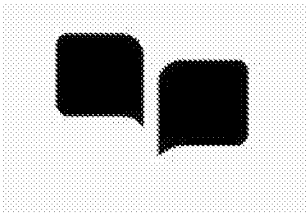
Please Check if No Copyrights Exist

None.

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist 

No.	Description	Serial Number (Application Date)	Registration Number (Registration Date)
1.	HOLD WHAT MATTERS		5,716,558 (04/02/2019)
2.	HOLD ON TO WHAT MATTERS		5,628,885 (12/11/2018)
3.			5,471,333 (05/15/2018)
4.			5,471,332 (05/15/2018)
5.	CHATBOOKS (& design)		5,466,282 (05/08/2018)
6.	CHATBOOKS		5,466,281 (05/08/2018)

No.	Description	Serial Number (Application Date)	Registration Number (Registration Date)
7.	CHATBOOKS		4,968,312 (05/31/2016)
8.	HOLD ON TO WHAT MATTERS		4,964,400 (05/24/2016)
9.	HOLD WHAT MATTERS		4,964,399 (05/24/2016)



EXHIBIT C

PATENTS

Please Check if No Patents Exist

No.	Description	Application Number (Application Date)	Registration Number (Registration Date)
1.	Media-Connecting Device to Connect Printed Media to Non-Static Digital Media	16/360,881 (03/21/2019)	
2.	Media-Connecting Device to Connect Printed Media to Non-Static Digital Media	PCT US2019023671 (03/22/2019)	