

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProductPlan, LLC		04/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	7th Floor		
City:	Toronto		
State/Country:	CANADA		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5446560	PRODUCTPLAN	
Registration Number:	6651837	EAROJUS	
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:	2133307717		
Email:	corina.rachina@us.dlapiper.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	550 South Hope Street		
Address Line 2:	Suite 2400		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2678		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	05/01/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 29, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and PRODUCTPLAN, LLC, a Delaware limited liability company.

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree as follows:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

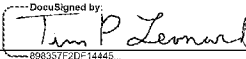
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o ProductPlan, LLC
10 E Yanonali St, Suite 2A
Santa Barbara, CA 93101

GRANTOR:

PRODUCTPLAN, LLC

By:  _____
Name: Tim Leonard
Title: Chief Executive Officer

Address of Bank:

CIBC
595 Bay Street
7th Floor
Toronto, Ontario
M5G 2M8
Attention: Armando Santos/Michelle Ng
Email: derek.rosin@cibc.com
Aakash.maniar@cibc.com
Mailbox.X.Innovation.Mail@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Jonathan Schupack
Title: Assistant General Manager

By: _____
Name: Brittany Martin
Title: Assistant General Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o ProductPlan, LLC
10 E Yanonali St, Suite 2A
Santa Barbara, CA 93101

GRANTOR:

PRODUCTPLAN, LLC

By: _____

Name: Tim Leonard

Title: Chief Executive Officer

Address of Bank:

CIBC
595 Bay Street
7th Floor
Toronto, Ontario
M5G 2M8
Attention: Armando Santos/Michelle Ng
Email: derek.rosin@cibc.com
Aakash.maniar@cibc.com
Mailbox.X.Innovation.Mail@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Jonathan Schupack

Title: Assistant General Manager

By: _____

Name: Brittany Martin

Title: Assistant General Manager