

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audible Magic Corporation		04/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tierra Del Oro, LLC		
Street Address:	5801 Pelican Bay Blvd. , Suite 104		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6673426	RIGHTS360	
Registration Number:	5907042	RIGHTSRX	
Registration Number:	5853633	RIGHTSAUDIT	
Registration Number:	3238292	AM AUDIBLE MAGIC	
Registration Number:	2984051	COPYSENSE	
Registration Number:	2921792	COPYSENSE	
Registration Number:	2867719	REPLICHECK	
Registration Number:	2776861	REPLICHECK	
Registration Number:	2810920	AUDIBLE MAGIC	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$240.00 6673426

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	05/08/2022
Total Attachments: 11 source=Audible Magic - Patent and Trademark Security Agreement#page1.tif source=Audible Magic - Patent and Trademark Security Agreement#page2.tif source=Audible Magic - Patent and Trademark Security Agreement#page3.tif source=Audible Magic - Patent and Trademark Security Agreement#page4.tif source=Audible Magic - Patent and Trademark Security Agreement#page5.tif source=Audible Magic - Patent and Trademark Security Agreement#page6.tif source=Audible Magic - Patent and Trademark Security Agreement#page7.tif source=Audible Magic - Patent and Trademark Security Agreement#page8.tif source=Audible Magic - Patent and Trademark Security Agreement#page9.tif source=Audible Magic - Patent and Trademark Security Agreement#page10.tif source=Audible Magic - Patent and Trademark Security Agreement#page11.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), dated as of April 25, 2022, by Audible Magic Corporation, a Delaware corporation (the “Grantor”), in favor of Tierra Del Oro, LLC, a Delaware limited liability company (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Multiple Advance Convertible Promissory Note, dated as of April 25, 2022 (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Note”), by and between the Grantor, as the borrower, and the Lender, the Lender has agreed to make advances pursuant to the terms of the Note available to Grantor;

WHEREAS, as a condition precedent to the Lender’s agreement to make loans available to Grantor from time to time, the Grantor and its subsidiaries have agreed to execute and delivery on the date hereof that certain Security Agreement made by the Grantor and its subsidiaries to the Lender (“Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of the Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein (including in the Recitals and Preamble) have the meanings given to them in the Security Agreement, and this Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Security Agreement and other Loan Documents, the Grantor hereby grants to the Lender a security interest in all of its rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Patent and Trademark Collateral”):

(a) all letters patent (including design patents) of the United States or any other country and all reissues and extensions thereof, all applications for letters patent (including design patents) of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and all protectable inventions, including with respect to the functional elements of any fashion designs (collectively, the “Patent”), including, without limitation, each Patent registration and applications listed on Schedule I annexed hereto;

(b) all trademarks, service marks, trade dress, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, slogans, URLs, domain names and other source or business identifiers or indicia of source, whether registered or unregistered and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether statutory or common law and whether registered or applied for in the United States Patent and Trademark Office (USPTO) or in any similar office or agency of the United States, any state or territory thereof or any foreign jurisdiction or any political subdivision thereof (collectively, the “Trademark”), including, without limitation, each Trademark registration and application listed on Schedule II annexed hereto;

(c) all renewals or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or Trademark, including any Patent or Trademark exclusively licensed under any written agreement, now or hereafter in effect, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such agreement,

provided, however, that this Agreement shall not operate as a grant of security interest or other assignment to the Lender of any Trademark Collateral if and to the extent that the grant of a security interest therein would result in the voiding, unenforceability or invalidity of such Trademark Collateral (including any “intent-to-use” U.S. trademark application until such time, if any, as an amendment to allege use or statement of use is filed under 15 U.S.C. Sec. 1051(c) or 15 U.S.C. Sec. 1051(d) (provided that it has not been deemed to not be in conformity with 15 U.S.C. Sec. 1051(a)), it being understood that for purposes of this Agreement and the other Loan Documents, no security interest granted to Lender on any “intent-to-use” trademark application is intended to be a present assignment thereof), provided, however, that the foregoing shall cease to be excluded from the Trademark Collateral at such time as the granting of such security interest therein would no longer result in the voiding, unenforceability or invalidity of such Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and in addition to the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the Patent registrations and applications listed on Schedule I attached hereto constitute all U.S. federally registered patents or patents applications owned by or pending in the name of the Grantor as of the date of this Agreement, and the Trademark registrations and applications listed on Schedule II attached hereto constitute all U.S. federally registered

trademarks or trademark applications owned by or pending in the name of the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) 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 instrument. Delivery of an executed counterpart of a signature page of 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.

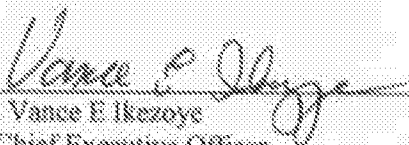
6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

AUDIBLE MAGIC CORPORATION

By: 
Name: Vance E Ikezoys
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

TIERRA DEL ORO, LLC, as Lender

By: Addison M Fischer
Name: Addison M Fischer
Title: Manager

[Signature Page to Patent and Trademark Security Agreement]