

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGNAL MEDIA LIMITED		06/29/2022	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS SECURITY AGENT		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5240521	SIGNAL	
Serial Number:	97051183	SIGNAL AI	
Serial Number:	97051219	I	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2269		
Email:	pkarmire@cooley.com		
Correspondent Name:	Perky L. Karmire		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	305866-1059		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	06/29/2022		
Total Attachments: 6			

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**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of June 29, 2022, by and among SIGNAL MEDIA LIMITED, registered in England & Wales under number 08468207 whose registered office is at 1st Floor Sackville House, 143-149 Fenchurch Street, London, England, EC3M 6BN (the "Grantor"), to and in favor of HERCULES CAPITAL, INC., as Security Agent for the Secured Parties (as defined in the Term Loan Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor and certain other Obligors have entered into that certain Term Loan Agreement, dated as of June 29, 2022 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"); and

WHEREAS, pursuant to the Term Loan Agreement, the Grantor and certain other Obligors have entered into that certain Pledge and Security Agreement, dated as of June 29, 2022 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Grantee a security interest in, among other things, its Registered Intellectual Property and agreed to execute and deliver this Agreement for purposes of filing in the United States Patent and Trademark Office or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

To secure the Secured Obligations, the Grantor hereby grants a security interest in its Registered Intellectual Property and represents and warrants that the attached exhibits set forth a complete and accurate list of Grantor's Registered Intellectual Property as of the date hereof (or as of the date that updated exhibits are delivered in accordance with Section 4.4 of the Security Agreement). Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to Excluded Assets. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control. Grantor authorizes Grantee to file this Agreement with the United States Patent and Trademark Office or United States Copyright Office, as applicable. This Agreement shall automatically terminate on the Termination Date, and Grantee shall deliver such releases as Grantor may reasonably request to evidence such termination and release of security interest, at Grantor's sole expense. The terms of Sections 7.15, 7.16, 7.17 and 7.18 of the Security Agreement are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

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[SIGNATURE PAGE TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

Signal Media Limited
Floor 9, 145 City Road
Hoxton
London EC1V 1AZ

GRANTOR:

SIGNAL MEDIA LIMITED

By: David Benigson
Name: David Benigson
Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Grantee:

Hercules Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, California 94301
Attn: Legal Department

GRANTEE:

HERCULES CAPITAL, INC.

Seth Meyer

By: _____

Name: Seth Meyer

Title: Chief Financial Officer

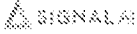

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Mark	Serial No./Registration No.	Filing Date	Registration Date
SIGNAL	87243718 / 5240521	21/11/16	11/07/17
	97051183	29/09/21	
	97051219	29/09/21	