

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749967

<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>
Ezoic Inc.		08/19/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avidbank		
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6198147	EZOIC	
<b>Registration Number:</b>	5748818	PUBTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1765724 TM		
<b>NAME OF SUBMITTER:</b>	Robin Dunn		
<b>SIGNATURE:</b>	/Robin Dunn/		
<b>DATE SIGNED:</b>	08/19/2022		
<b>Total Attachments: 6</b>			
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source=TM Cover Sheet with IPSA-Ezoic Inc#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 19, 2022 by and between Ezoic Inc., a Delaware corporation ("Grantor") and Avidbank, a California corporation ("Bank").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). Notwithstanding the foregoing, the following shall not be subject to the security interest grant: (i) any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of it being included as part of the Collateral (to the extent that any provision regarding such invalidity, abandonment and such is enforceable under applicable law); provided, however, that the proceeds, substitutions or replacements of the foregoing shall be Collateral and (ii) intent to use Trademarks at all times prior to the first use thereof, whereby the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. 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 original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


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

Address of Grantor:

6023 Innovation Way, Suite 200  
Carlsbad, CA 92009  
Attn: Mike Ringhart

EZOIC INC.

By:  \_\_\_\_\_

Print Name: Dwayne Lafleur

Title: Chief Executive Officer

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Diana Mattson

AYIDBANK

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

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

Address of Grantor:

6023 Innovation Way, Suite 200  
Carlsbad, CA 92009  
Attn: Mike Rinehart

EZOIC INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Diana Mattson

AVIDBANK

By: *DMM* \_\_\_\_\_

Print Name: DIANA MATTSO \_\_\_\_\_

Title: SVP \_\_\_\_\_

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title

Registration Number

Registration Date

TRADEMARK

REEL: 007802 FRAME: 0245

EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>	<u>Status</u>
EZOIC	88603046	6198147	November 17, 2020	Live
PUBTELLIGENCE	88603058	5748818	May 14, 2019	Live