

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745746

<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>
LoopMe Ltd		07/29/2022	Private Limited Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Security Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4457634	LOOPME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<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>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
<b>Address Line 1:</b>	333 S. HOPE ST., 43RD FLOOR		
<b>Address Line 2:</b>	ATTN: J. CRAVITZ		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	05T5-352658		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	08/03/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 29, 2022 by and between SILICON VALLEY BANK (“Security Agent”) and LoopMe Ltd (a private limited company incorporated in England and Wales with registered company number 07979184 and registered address at Ground Floor, 32-38 Saffron Hill, London, England, EC1N8FH (“Grantor”).

### RECITALS

Silicon Valley Bank, as a Lender and Agent, and other Lenders party thereto, have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain senior facilities agreement by and among Grantor, as original borrower, certain other parties and Silicon Valley Bank, as original lender, agent and security agent, dated March 18, 2022 (as the same may be amended, modified or supplemented from time to time, the “Facilities Agreement”; unless otherwise specified, capitalized terms used herein are used as defined in the Facilities Agreement). The Lenders are willing to make the Loans under the Facilities Agreement, but only upon the post-closing condition, among others, that Grantor shall grant to Security Agent, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations under the Facilities Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Facilities Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure all Secured Liabilities (defined below), Grantor grants and pledges to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) Any and all claims for damages by way of past, present and future infringements 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Authorization. Grantor hereby authorizes Security Agent to (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) with notice to Grantor, file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement. The provisions of the Facilities Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies and , the parties hereto agree that if an Event of Default shall occur and be continuing, the Security Agent, on behalf of the Secured Parties, may exercise, in addition to all rights and remedies granted to them in the Facilities Agreement and in any other instrument or agreement securing, evidencing, or relating to the Secured Liabilities, all rights and remedies of a secured party under the applicable Uniform Commercial Code or other applicable law.

5. Execution in Counterparts. This Agreement 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 contract. Delivery of an executed counterpart of a signature page to 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. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns, including without limitation, any affiliate of the Security Agent including (without limitation) Silicon Valley Bank UK Ltd, in respect of a transfer of Intellectual Property Collateral to Silicon Valley Bank UK Ltd pursuant to a Part VII Order.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Secured Liabilities. As used herein, “Secured Liabilities” has the meaning set forth in the Debenture dated as of March 18, 2022, between Grantor and Security Agent.

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

GRANTOR:

LoopMe Ltd

DocuSigned by:  
*Marco van de Bergh*

By: \_\_\_\_\_  
Title: CTO

BANK:

SILICON VALLEY BANK,  
as Security Agent

DocuSigned by:  
*Angela Mylrea*

By: \_\_\_\_\_  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

## Patents

Jurisdiction	Description	Number	Applicant	Status	Dates		Owner
US	System and method for real-time optimization and industry benchmarking for campaign management	<b>US11157947B2</b>	UPSTONE STEPHEN [GB] VAN DE BERGH MARCO [NL] NEWNHAM LEONARD [GB]	Application granted. Published	16 Aug 2016	16 Oct 2021	Loopme Ltd
US	System and Method for Advertisement Feedback, Incentives, Rewards and Social Discovery of Advertisements	<b>US20150324827A1</b>  (14/409709)	UPSTONE STEPHEN [GB] VAN DE BERGH MARCO [NL]	Published 12 Nov 2015 as <b>WO2013190366A1</b>	20 June 2012	N/A	Loopme Ltd
Int'l/US	REAL-TIME BIDDING	<b>WO2020104806A1</b>  Now, US20220027959 A1  (17/296195)	PALIWAL PIYUSH [GB] RENOV OLEKSII [GB] NEWNHAM LEONARD [GB]	WO: Deemed to be withdrawn  US: Publication on 27 Jan 2022	21 Nov 2018	N/A	Loopme Ltd

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

LOOPME

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