

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757667

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|---|---------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Trinity Capital Inc. | | 09/26/2022 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Whip Networks, Inc. | | |
| Street Address: | 1841 Centinela Avenue | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Mediamorph, Inc. | | |
| Street Address: | 205 Lexington Avenue | | |
| Internal Address: | 7th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10016 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4778727 | WHIPCLIP | |
| Registration Number: | 4778726 | WHIPCLIP | |
| Serial Number: | 88589016 | MEDIAMORPH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 6179517790 | | |
| Email: | ronald.duvernay@ropesgray.com | | |
| Correspondent Name: | Ronald M. Duvernay | | |
| Address Line 1: | Prudential Tower, 800 Boylston Street | | |
| Address Line 2: | Ropes & Gray LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02199-3600 | | |

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|---|--------------------|
| ATTORNEY DOCKET NUMBER: | 115968-0007 |
| NAME OF SUBMITTER: | Ronald M. Duvernay |
| SIGNATURE: | /r duvernay/ |
| DATE SIGNED: | 09/27/2022 |
| Total Attachments: 6 source=Release 5 Agt#page1.tif source=Release 5 Agt#page2.tif source=Release 5 Agt#page3.tif source=Release 5 Agt#page4.tif source=Release 5 Agt#page5.tif source=Release 5 Agt#page6.tif | |

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of September 26, 2022, is executed by TRINITY CAPITAL INC., a Maryland corporation ("Lender"), in favor of WHIP NETWORKS, INC., a Delaware corporation, and MEDIAMORPH, INC., a Delaware corporation (each individually and collectively, jointly and severally, the "Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the IPSA (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of June 14, 2021 (as amended, restated, amended and restated or modified from time to time, the "IPSA"), by and between Grantor and Lender, Grantor granted to Lender a security interest in the IP Collateral (defined below).

B. The IPSA was recorded with the trademark division of the United States Patent and Trademark Office on June 14, 2021, at Reel/Frame 7326/0095, to evidence the security interest granted under the IPSA.

D. Lender agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

(a) Lender expressly terminates and releases and reassigns to Grantor, without warranty or recourse, any and all of Lender's right, title and interest in, to and under Grantor's intellectual property, including, without limitation, the following (collectively, the "IP Collateral"):

(i) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 the copyrights described in Exhibit A attached hereto (collectively, the "Copyrights");

(ii) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(iv) any and all trademark and service mark 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 the trademarks described in Exhibit B attached hereto (collectively, the "Trademarks");

(v) any and all patents, patent applications and like protections including without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination

certificates, utility models, and continuations-in-part of the same, including without limitation the patents described in Exhibit C attached hereto (collectively, the "Patents");

(vi) any and all mask works or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(vii) 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;

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

(ix) any and all amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) any and 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.

(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

TRINITY CAPITAL, INC.


By: 
Name: Sarah Stanton
Title: General Counsel

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
TRADEMARKS

| <u>Grantor name</u> | <u>Country</u> | <u>Trademark</u> | <u>App./Reg. No. Filing Date</u> |
|---------------------|----------------|------------------|--------------------------------------|
| Whip Networks, Inc. | EU | WHIPCLIP | 13601588 4/28/15 |
| Whip Networks, Inc. | Norway | WHIPCLIP | 281025 3/19/15 |
| Whip Networks, Inc. | Switzerland | WHIPCLIP | 673306 5/21/16 |
| Whip Networks, Inc. | Australia | WHIPCLIP | 1666240 12/23/14 |
| Whip Networks, Inc. | China | WHIPCLIP | 15993411 2/21/16 |
| Whip Networks, Inc. | China | WHIPCLIP | 15993410 2/21/16 |
| Whip Networks, Inc. | China | WHIPCLIP | 17701571 10/7/16 |
| Whip Networks, Inc. | Indonesia | WHIPCLIP | 566874 3/9/17 |
| Whip Networks, Inc. | Indonesia | WHIPCLIP | 579295 5/10/17 |
| Whip Networks, Inc. | Japan | WHIPCLIP | 5814570 10/7/16 |
| Whip Networks, Inc. | Korea | WHIPCLIP | 4500619920000 1/14/16 |
| Whip Networks, Inc. | Mexico | WHIPCLIP | 1578226 10/7/15 |
| Whip Networks, Inc. | Mexico | WHIPCLIP | 1652191 7/6/16 |
| Whip Networks, Inc. | Mexico | WHIPCLIP | 1582820 10/21/15 |
| Whip Networks, Inc. | Mexico | WHIPCLIP | 1585894 10/30/15 |
| Whip Networks, Inc. | Russia | WHIPCLIP | 565915 2/26/16 |
| Whip Networks, Inc. | US | WHIPCLIP | 4778727 7/21/15 |
| Whip Networks, Inc. | US | WHIPCLIP | 4778726 7/21/15 |
| Whip Networks, Inc. | France | TVShow Time | 4017515 7/1/2013 |
| Mediamorph, Inc. | US | MEDIAMORPH | 88589016 8/22/2019 |

EXHIBIT C

PATENTS

None.