

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM759800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boomtown Network, Inc.		10/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90746492	CXMENGINE	
Serial Number:	97614867	OVATIONCXM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	julia.brow@us.dlapiper.com		
Correspondent Name:	Julia Brow (DLA PIPER LLP)		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	/Julia Brow/		
DATE SIGNED:	10/07/2022		
Total Attachments: 5			
source=CIBC_Boomtown Network Inc._ IP Security Agreement (10.2022)(EXECUTED)#page1.tif			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 7, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and BOOMTOWN NETWORK, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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

Address of Grantor:

BOOMTOWN NETWORK, INC.
1622 Tiburon Blvd
Tiburon, CA 94920

GRANTOR:

BOOMTOWN NETWORK, INC.

DocuSigned by:

By:

Name: Alfred Kahn IV

Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
Email: Imran.premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

DocuSigned by:

By:

Name: Ryan Enriquez

Title: Assistant General Manager

DocuSigned by:

By:

Name: Alex Romanowski

Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

COPYRIGHTS

Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
None.		

EXHIBIT B

PATENTS

Description	Patent/Application No.	Issue/Application Date
Provisional Patent – Relay Technology Index	62712807	07/31/2018
Provisional Patent – Point/Solve	62712829	07/31/2018
Utility Patent Application – Relax Technology Index	16528564	07/31/2019 (Abandoned)
<u>Utility Patent Application – Point/Solve</u>	16528584	07/31/2019 (Abandoned)

EXHIBIT C

TRADEMARKS

Description	Registration/Serial No.	Registration/Application Date
CXMEngine	90746492	06/01/2021
OvationCXM	97614867	09/30/2022