

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZEDGE, INC.		10/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Blvd.		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4885271	EMOJIPEDIA	
Serial Number:	97153073	NFTS MADE EASY	
Registration Number:	6219952	SHORTZ - CHAT STORIES BY ZEDGE	
Serial Number:	87005656	TATTOO YOUR PHONE	
Registration Number:	5492747	WE MAKE PHONES PERSONAL	
Registration Number:	4903166	WORLD EMOJI DAY	
Registration Number:	4304786	ZEDGE	
Registration Number:	6555625	ZEDGE, EVERYTHING YOU	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Goria Sheehan		

OP \$215.00 4885271

SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	11/01/2022
Total Attachments: 7 source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page1.tif source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page2.tif source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page3.tif source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page4.tif source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page5.tif source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page6.tif source=Submitted Amended and Restated IP Security Agreement for filing with USPTO#page7.tif	

EXECUTION VERSION

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 28, 2022, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and ZEDGE, INC., a Delaware corporation ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of October 28, 2022 (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral");

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

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

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

This Agreement is an amendment and restatement of that certain Intellectual Property Security Agreement, dated as of September 26, 2016, by Grantor in favor of Bank (as amended, the "Existing Intellectual Property Security Agreement"). Grantor hereby acknowledges, confirms and agrees that the Existing Intellectual Property Security Agreement is in full force and effect on the date hereof and that the obligations of Grantor

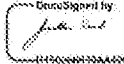
thereunder are valid, binding and enforceable against Grantor in accordance with the terms thereof. As between Bank, on the one hand, and Grantor, on the other hand, the terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof. Notwithstanding the foregoing or anything to the contrary herein, the amendment and restatement of the Existing Intellectual Property Security Agreement pursuant to the terms hereof shall not in any manner constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations of the undersigned evidenced by or arising under the Existing Intellectual Property Security Agreement. This guaranty is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Intellectual Property Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

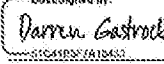
ZEDGE, INC.

By: 
Name: Jonathan Reich
Title: Chief Executive Officer and President

Address for Notices:
Attn: Jonathan Reich -- CEO
1178 Broadway, 3rd Floor, #1450
New York, NY 10007
Email: jonathan.reich@zedge.net

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 
Name: Darren Gastroek
Title: Director

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature page to A&R IP Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Computer File	ZEDGE.		PA0001997732	2016-04-26	

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

UNITED STATES

T38855US00	D (STYLIZED)	12/19/2021 97168,807	PENDING 009, 043
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Page 1

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
UNITED STATES continued...				
T38015US00	EMOJIPEDIA	6/12/2015 06646,853	1/12/2018 4,385,271	REGISTERED 041
T38047US00	LIFTS MADE EASY	12/23/2021 97153,073		PENDING 008, 042
T35243US00	SHORTZ - CHAT STORIES BY ZEDGE	1/21/2020 88768,888	12/15/2020 8,318,352	REGISTERED 009
T35994US00	TATTOO YOUR PHONE	4/19/2016 87026,656		ALLOWED 009, 038, 041, 042
T30993US00	WE MAKE PHONES PERSONAL	4/19/2016 87005,640	6/12/2018 5,482,747	REGISTERED 009, 038, 041, 042
T38048US00	WORLD EMOJI DAY	8/6/2015 86716,242	2/16/2016 4,903,166	REGISTERED 035
T20141US00	ZEDGE	7/12/2012 85875,286	3/19/2013 4,364,786	REGISTERED 009, 038, 041
T33820US00	ZEDGE, EVERYTHING YOU	3/13/2019 88737,747	11/8/2021 6,555,625	REGISTERED 008, 038, 041, 042

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ZEDGE, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 28, 2022

- Assignment
- Security Agreement
- Other Amended and Restated Intellectual Property Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Western Alliance Bank

Street Address: 55 Almaden Blvd., Suite 100

City: San Jose

State: California

Country: United States Zip: 95113

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Arizona
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit B

B. Trademark Registration No.(s)

See Attached Exhibit B

Additional sheet(s) attached?

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

November 1, 2022

Date

Gloria Sheehan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480