

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artlist Ltd.		10/20/2022	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6549966	MOTION ARRAY	
Serial Number:	90517648	ARTLIST	
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>			
Phone:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	11/07/2022		
Total Attachments: 9			
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FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 20 2022 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 3003 Tasman Drive HG 150, Santa Clara, CA 95054, USA (“**Bank**”) and **ARTLIST LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 1 Afikim, Israel 1514800 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **ARTLIST, INC.**, a Delaware corporation (“**US Borrower**”) (Grantor and US Borrower, are hereinafter jointly and severally, individually and collectively, referred to as “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement unless defined otherwise herein). The Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank, pursuant to the terms of the Loan Agreement and the Debentures.

B. Pursuant to the terms of the Loan Agreement and the Debentures, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to the Bank under the Loan Agreement and subject to the terms set forth therein, Grantor grants and pledges to the Bank 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 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 those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) 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;

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

(d) 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");

(e) 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) 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 (except for licenses granted by the Borrower to its subscribers and customers in the ordinary course of business if under the terms of such license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein (or in any property subject thereto) is prohibited as a matter of law or under the terms of such license agreement and such prohibition or restriction has not been waived or the consent of the other party to such license agreement has not been obtained (provided, that the foregoing exclusions shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Bank's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, or license);

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

(j) 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 the Bank.

3. Authorization. Grantor hereby authorizes the Bank to (a) modify this Agreement unilaterally solely 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) only in connection with such amendment and modifications to 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 Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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 successors and assigns.

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. Termination. This Agreement shall terminate when all Obligations have been indefeasibly satisfied in full in cash in accordance with the terms of the Loan Agreement and the Bank has no further obligations to make any credit extensions to Borrower in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, the security interest granted hereunder shall terminate automatically. Upon such termination, Bank shall, at the sole cost and expense of Borrower, provide the Grantor with all required approvals or executed documents and instruments required to remove the security interest in favor of the Bank granted under this Agreement.


9. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of December 15, 2020, between Grantor and Bank, as amended.

[signature page follows]

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:

ARTLIST LTD

DocuSigned by:


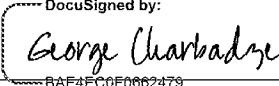
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By: Ira Belsky

Title: Co-CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:


BAE4EC0F0062479...

By: George Charbadze

Title: Operational Relationship Manager

[Signature Page – Intellectual Property Security Agreement – Artlist Ltd]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Artist Music Collection #1	PA 3-901-708	12/24/17
Artist Music Collection #2	PA 2-111-504	12/26/17
Artist Music Collection #3	PA 2-102-638	12/26/17
Artist Music Collection #4	PA 2-111-242	12/27/17
Artist Music Collection #5	PA 2-163-793	12/27/17
Artist Music Collection #6	PA 2-163-787	12/27/17
Artist Music Collection #7	PA 2-102-645	12/27/17
Artist Music Collection #8	PA 2-102-647	12/27/17
Artist Music Collection #9	PA 2-102-650	12/28/17
Artist Music Collection #10	PA 2-102-897	12/28/17

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>	<u>Class</u>	<u>Status</u>	<u>Renewal Date</u>
Artlist	1543406		International (Israel, EM and USA)	35	Pending	
Artlist	325522		Israel	35	Accepted	
Artlist	79290677		USA	35	Registered on July 12, 2022	July 12, 2032
Artlist	90517648		USA	42	Registered on July 5, 2022	July 5, 2032
Artlist	1543406	982/1428208201	EU	35	registered on 30/03/2020	March 30, 2030 30/03/2030
Artlist			Canada	35	applied	
Artlist			Republic of Korea	35	applied	
Artlist			Brazil	35	applied	
Artlist		1374356	International (Australia, EM, Japan and USA)	38	Active	
Artlist	294647		Israel	38	Registered	May 22, 2027
Artlist	79220519		USA	38	Refused / Dead	
Artlist	1989975		Australia	38	Registered	June 15, 2027
Artlist	1374356		EM	38	Refused / Dead	
Artlist	1374356		Japan	38	Provisional Refusal – under examination	
Artgrid		1450226	International (EM and USA)	38	Active	November 25, 2028

<u>Trademark</u>	Application Number	Registration Number	Country	Class	Status	Renewal Date
Artgrid	311041		Israel	38	Registered	November 21, 2028
Artgrid	1450226		EM	38	Registered	November 25, 2028
Artgrid	79252043	5809670	USA	38	Registered	November 25, 2028
Artgrid			Canada	38	applied	
Artgrid			Republic of Korea	38	applied	
Artgrid			Brazil	38	applied	
Motion Array	88703669	6,549,966	USA	9; 35; 39; 41;42; 45	registered Nov. 09, 2021	November 9, 2031

FX trademarks are owned by Artlist UK which is a subsidiary of Artlist inc.

<u>Trademark</u>	Application Number	Registration Number	Country	Class	Status	Renewal Date
FXHOME		4849781	USA	9	Registered	November 10,2025
HITFILM		4928881	USA	9, 35	Registered	March 29, 2026
IMERGE		5909645	USA	9	Registered	November 12, 2029
PHOTOKEY.		51842543	USA	9	Registered	April 18,2027

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None