

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRALGAINS, INC.		01/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6533149	JOURNEY TRIGGERS	
Registration Number:	6323722	VOICEALIKE	
Registration Number:	4360770	VIRALGAINS	
Registration Number:	4353973	VIRALGAINS	
Serial Number:	88647942	VIRALGAINS ODYSSEY	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	01/26/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 26, 2023 by and between VIRALGAINS, INC., a Delaware corporation (“Borrower”) and MONTAGE CAPITAL II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other Transaction Document, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto, but excluding any intent-to-use trademarks prior to the first use thereof, to the extent that granting a security interest in such intent-to-use trademarks would be contrary to applicable law or may interfere with Borrower’s rights to obtain and maintain such trademarks) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

BORROWER:

VIRALGAINS, INC.

Address of Borrower:

75 State Street, Suite 100
Boston, MA 02109
Attn: Tod Loofbourrow, CEO;
Dan Levin, President & COO

DocuSigned by:
Tod Loofbourrow
By: _____
D56BD93920D344E...
Name: Tod Loofbourrow
Title: Chairman and CEO

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Chet Kasper

DocuSigned by:
Chet Kasper
By: _____
748A9969FB5947F...
Name: Chet Kasper
Title: Principal

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
JOURNEY TRIGGERS	88647945	6533149	October 26, 2021
VOICEALIKE	88804473	6323722	April 13, 2021
THINKALIKE	88647785		*
VIRALGAINS ODYSSEY	88647942		October 9, 2019
STORY.TECH	87379995		*
STORY	87379993		*
VIRALGAINS	85766134	4360770	July 2, 2013
VIRALGAINS	85766120	4353973	June 18, 2013

* — indicates dead, abandoned or cancelled trademark