

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zello, Inc.		03/24/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	405 Colorado Street, Suite 1650		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97175138		
<b>Serial Number:</b>	97175122	ZELLO	
<b>Serial Number:</b>	85926297	ZELLO	
<b>Serial Number:</b>	85714737	ZELLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	16197040689		
<b>Email:</b>	gmorris@gcalaw.com		
<b>Correspondent Name:</b>	Gregori Morris		
<b>Address Line 1:</b>	7831 Modern Oasis Drive		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92108		
<b>NAME OF SUBMITTER:</b>	Gregori M. Morris		
<b>SIGNATURE:</b>	/Gregori M. Morris/		
<b>DATE SIGNED:</b>	03/24/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 24, 2023 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and ZELLO INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of March 24, 2023 (as amended from time to time, the "Loan Agreement"), between Lender 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 Lender 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 Grantor 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.

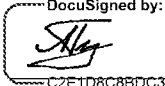
Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intent-to-use United States trademark applications for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of such intent-to-use United States trademark application under federal law).

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

**GRANTOR:**

ZELLO INC., a Delaware corporation

By:   
C2E1D8C8BDC34DF...

Name: Aleksei Gavrilov

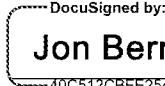
Title: CEO

Address for Notices:

Attn: Alex Gavrilov, CEO  
1717 W. 6<sup>th</sup> Street, Suite 450  
Austin, TX 78703-4791  
Email: alex@zello.com

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By:   
40C512CBFE25456...

Name: Jon Berry

Title: Director



Address for Notices:

Attn: Francesco Corradino  
405 Colorado Street, Suite 1650  
Austin, TX 78701  
Email: francesco.corradino@bridgebank.com



EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
	97175138	6977715		12/16/21
ZELLO	97175122	4323856; 4454611		12/16/21
	85926297	4454611		5/08/13
ZELLO	85714737	4323856		8/28/12

