

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proper Media, LLC		03/29/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	9378 Wilshire Blvd., Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5227420	PROPER MEDIA	
Registration Number:	5227419	PROPER MEDIA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	074579-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/30/2023		
Total Attachments: 9			
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TRADEMARK

REEL: 008027 FRAME: 0147

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 29, 2023, by and among EAST WEST BANK, a California corporation (“Bank”), SOVRN HOLDINGS, INC., a Delaware corporation (“Holdings”), SOVRN, INC., a Delaware corporation (“Sovrn”), VIGLINK, INC., a Delaware corporation (“VigLink”), and PROPER MEDIA, LLC, a California limited liability company (“Proper Media”, and together with Holdings, Sovrn, and VigLink, each, individually, a “Grantor”, and collectively, “Grantors”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to each Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and each Grantor dated as of the date hereof (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make Credit Extensions to Grantors, but only upon the condition, among others, that each 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 such Grantor to Bank under the Loan Agreement.

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

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 each Grantor’s Obligations to Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure each Grantor’s Obligations to Bank under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such 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 such 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 such 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;

(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. Each 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 Bank.

3. Authorization. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement shall terminate when the Loan Agreement is terminated.

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.

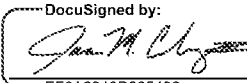
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

[Signature page follows.]

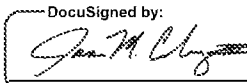
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

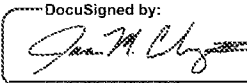
SOVRN, INC.,
a Delaware corporation

By 
Name: James Corboy
Title: Chief Financial Officer and Treasurer

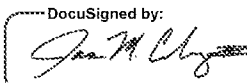
SOVRN HOLDINGS, INC.,
a Delaware corporation

By 
Name: James Corboy
Title: Chief Financial Officer and Treasurer

VIGLINK, INC.
a Delaware corporation

By 
Name: James Corboy
Title: Chief Financial Officer and Treasurer

PROPER MEDIA, LLC
a California limited liability company

By 
Name: James Corboy
Title: Chief Financial Officer and Treasurer

BANK:

EAST WEST BANK

By: *Maytal Shainberg*
Name: Maytal Shainberg
Title: Managing Director – New Media Group

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Owner	Title	Application No. Application Date	Patent No. Issue Date
sovrn, Inc.	Method and system for incorporating trusted metadata in a computing environment	11/471200 06/20/06	7856658 12/21/10

EXHIBIT C

Trademarks

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
sovrm Holdings, Inc.	//	97213325 01/11/22	Pending
sovrm Holdings, Inc.	//	97213322 01/11/22	Pending
sovrm Holdings, Inc.	SOVRN	97213320 01/11/22	Pending
sovrm Holdings, Inc.	SOVRN	86198799 02/20/14	4951867 05/03/16
sovrm Holdings, Inc.	MERIDIAN	86528727 02/09/15	4933894 04/05/16
VigLink, Inc.	VIGLINK	85305794 04/27/11	4170190 07/10/12
Proper Media, LLC	PROPER MEDIA (Logo)	87233519 11/11/16	5227420 06/20/17
Proper Media, LLC	PROPER MEDIA	87233501 11/11/16	5227419 06/20/17

EXHIBIT D

Mask Works

None.