

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SoundHound, Inc.		04/14/2023	Corporation: DELAWARE
SoundHound AI IP, LLC		04/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACP Post Oak Credit II LLC		
Street Address:	777 Post Oak Blvd, Suite 430		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	6856346	QUERY GLUE	
Registration Number:	5571364	COLLECTIVE AI	
Registration Number:	5656376	DEEP MEANING UNDERSTANDING	
Registration Number:	5407893	SPEECH-TO-MEANING	
Registration Number:	5256786	SAY IT. GET IT.	
Registration Number:	5401993		
Registration Number:	5401994		
Registration Number:	5125093	HOUND	
Registration Number:	5009125	HOUNDIFY	
Registration Number:	5581099	TRANSLATIONHOUND	
Registration Number:	5590554	SPORTSHOUND	
Registration Number:	5595931	FOODHOUND	
Registration Number:	5595932	RECIPEHOUND	
Registration Number:	5595933	FLIGHTHOUND	
Registration Number:	5595934	RESTAURANTHOUND	
Registration Number:	5595935	STOCKHOUND	
Registration Number:	5581088	CALENDARHOUND	
Registration Number:	5595930	HOTELHOUND	
		TRADEMARK	

OP \$915.00 6856346

Property Type	Number	Word Mark
Registration Number:	5590550	WEATHERHOUND
Registration Number:	5346550	HOUNDIFY
Registration Number:	4129917	HOUND
Registration Number:	4491367	S
Registration Number:	4100310	S
Registration Number:	4372807	LIVELYRICS
Registration Number:	4150657	LIVELYRICS
Registration Number:	4510988	SOUNDHOUND
Registration Number:	4109442	SOUNDHOUND
Registration Number:	3640102	MIDOMI
Serial Number:	97568867	ACTIVE ARBITRATION
Serial Number:	97479096	SOUNDHOUND EDGELITE
Serial Number:	97479097	SOUNDHOUND EDGE
Serial Number:	97470228	MORE HUMAN
Serial Number:	97449175	CAINET
Serial Number:	97444319	SOUNDHOUND
Serial Number:	97440120	CAILAN
Serial Number:	97380394	CONVERSATIONAL INTELLIGENCE THAT'S MORE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Rodney Boulware
 Address Line 1: 1025 Connecticut Ave NW, Suite 712
 Address Line 2: COGENCY GLOBAL INC.
 Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1963837 TM
NAME OF SUBMITTER:	Regan Vicknair
SIGNATURE:	/Regan Vicknair/
DATE SIGNED:	04/17/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 14, 2023, is made by SoundHound, Inc., a Delaware corporation (“SoundHound”), and SoundHound AI IP, LLC, a Delaware limited liability company (“IPCo”, together with SoundHound, the “Grantors”, each, a “Grantor”), in favor of ACP Post Oak Credit II LLC, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Recitals

The Collateral Agent, SoundHound AI, Inc., a Delaware corporation, and the Lenders from time to time party thereto have entered into a Senior Secured Term Loan Credit Agreement, dated as of April 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, each Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of April 14, 2023 (the “Collateral Agreement”), in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

Each Grantor solely and exclusively owns the trademarks and trademark applications listed on Schedule A attached hereto (the “Trademarks”), which Trademarks have been issued by or are pending applications in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent for the ratable benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2. The Security Interest. Each Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interests and whether now existing or hereafter coming into existence: (1) any and all trademarks and trademark applications, including the Trademarks (except any “intent to use” Trademark applications pending under Section 1(b) of the Trademark Act for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed)); (2) all divisionals, continuations, renewals, extensions and continuations-in-part thereof; (3) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present and future infringements thereof; (5) all goodwill of the business associated with the foregoing; (6) all rights corresponding to any of the foregoing throughout the world; and (7) all Proceeds of the foregoing.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND
CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

GRANTORS

SOUNDHOUND, INC.

By: Keyvan Mohajer
Name: Keyvan Mohajer
Title: Chief Executive Officer

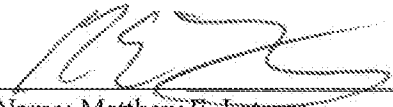
SOUNDHOUND AI IP, LLC

By: Keyvan Mohajer
Name: Keyvan Mohajer
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

ACP POST OAK CREDIT II LLC
as Collateral Agent

By: 
Name: Matthew E. Laterza
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008044 FRAME: 0180

Trademarks

Owner	Title	Country	App. No.	Reg. No.	Filing Date	Issue Date
SoundHound, Inc.	ACTIVE ARBITRATION	US	97568867		2022-08-29	
SoundHound, Inc.	SOUNDHOUND EDGELITE	US	97479096		2022-06-28	
SoundHound, Inc.	SOUNDHOUND EDGE	US	97479097		2022-06-28	
SoundHound, Inc.	MORE HUMAN	US	97470228		2022-06-22	
SoundHound, Inc.	CAINET	US	97449175		2022-06-08	
SoundHound, Inc.	SOUNDHOUND	US	97444319		2022-06-06	
SoundHound, Inc.	CAILAN	US	97440120		2022-06-02	
SoundHound, Inc.	CONVERSATIONAL INTELLIGENCE THAT'S MORE HUMAN	US	97380394		2022-04-25	
SoundHound, Inc.	QUERY GLUE	US	90883922	6856346	2021-08-16	2022-09-27
SoundHound, Inc.	COLLECTIVE AI	US	87313605	5571364	2017-01-25	2018-09-25
SoundHound, Inc.	DEEP MEANING UNDERSTANDING	US	87275397	5656376	2016-12-20	2019-01-15
SoundHound, Inc.	SPEECH-TO-MEANING	US	86649357	5407893	2015-06-02	2018-02-20
SoundHound, Inc.	SAY IT. GET IT.	US	86649327	5256786	2015-06-02	2017-08-01
SoundHound, Inc.	Ring Logo	US	86641719	5401993	2015-05-26	2018-02-13
SoundHound, Inc.	Microphone Logo	US	86641728	5401994	2015-05-26	2018-02-13
SoundHound, Inc.	HOUND	US	86621437	5125093	2015-05-06	2017-01-17
SoundHound, Inc.	HOUNDIFY	US	86621361	5009125	2015-05-06	2016-07-26
SoundHound, Inc.	TRANSLATIONHOUND	US	86544603	5581099	2015-02-24	2018-10-09
SoundHound, Inc.	SPORTSHOUND	US	86522699	5590554	2015-02-03	2018-10-23
SoundHound, Inc.	FOODHOUND	US	86522734	5595931	2015-02-03	2018-10-30
SoundHound, Inc.	RECIPEHOUND	US	86523156	5595932	2015-02-03	2018-10-30
SoundHound, Inc.	FLIGHTHOUND	US	86523213	5595933	2015-02-03	2018-10-30
SoundHound, Inc.	RESTAURANTHOUND	US	86523221	5595934	2015-02-03	2018-10-30
SoundHound, Inc.	STOCKHOUND	US	86523231	5595935	2015-02-03	2018-10-30
SoundHound, Inc.	CALENDARHOUND	US	86523237	5581088	2015-02-03	2018-10-09

Owner	Title	Country	App. No.	Reg. No.	Filing Date	Issue Date
SoundHound, Inc.	HOTELHOUND	US	86522715	5595930	2015-02-03	2018-10-30
SoundHound, Inc.	WEATHERHOUND	US	86520161	5590550	2015-01-30	2018-10-23
SoundHound, Inc.	HOUNDIFY	US	86292211	5346550	2014-05-27	2017-11-28
SoundHound, Inc.	HOUND	US	85976418	4129917	2010-10-01	2012-04-17
SoundHound, Inc.	Fat S Logo	US	85009631	4491367	2010-04-08	2014-03-04
SoundHound, Inc.	Fat S Logo	US	85976115	4100310	2010-04-08	2012-02-14
SoundHound, Inc.	LIVELYRICS	US	77879495	4372807	2009-11-24	2013-07-23
SoundHound, Inc.	LIVELYRICS	US	77983093	4150657	2009-11-24	2012-05-29
SoundHound, Inc.	SOUNDHOUND	US	77879505	4510988	2009-11-24	2014-04-08
SoundHound, Inc.	SOUNDHOUND	US	77982962	4109442	2009-11-24	2012-03-06
SoundHound, Inc.	MIDOMI	US	77068373	3640102	2006-12-20	2009-06-16