

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTIONWORKS AI INC.		04/10/2023	Corporation: DELAWARE
MOTIONWORKS INTERNATIONAL LLC		04/10/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5942017	INTERMX DATA ENABLEMENT	
Serial Number:	97386355	MOTIONWORKS	
Serial Number:	97387239	PLACECAST	
Serial Number:	97387250	BASECAST	
Registration Number:	5895573	STANDARD DATA CO. FUELING INTELLIGENCE	
Registration Number:	6095936	TRANSPORT FOUNDRY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	K. Terrell Hutchins		
SIGNATURE:	/K. Terrell Hutchins/		

OP \$165.00 5942017

DATE SIGNED:	05/10/2023
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 10, 2023, (the "Agreement") among **WESTERN ALLIANCE BANK**, an Arizona corporation ("Lender") **MOTIONWORKS AI INC.**, a Delaware corporation (" Holding"), **MOTIONWORKS INTERNATIONAL LLC**, a Georgia limited liability company ("Motionworks International") and together with Motionworks AI, individually or collectively as the context may require, "Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (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

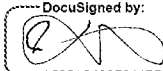
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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:

MOTIONWORKS AI INC., a Delaware corporation

DocuSigned by:

By: _____
Name: Ryan Kinsky
Title: Chief Executive Officer

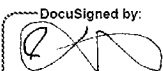
LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

DocuSigned by:

By: _____
Name: Blake Reid
Title: Senior Director

MOTIONWORKS INTERNATIONAL LLC, a Georgia limited liability company

DocuSigned by:

By: _____
Name: Ryan Kinsky
Title: Chief Executive Officer

Address for Notices:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

Address for Notices:
Attn: Ryan Kinsky
3423 Piedmont Road
Atlanta, GA 30305
Tel: 770-714-4180

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B**TRADEMARKS**

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date/Registration Date:</u>
INTERMX DATA ENABLEMENT	88316174	5,942,017	N/A	12-24-2019
MOTIONWORKS	97386355	N/A	N/A	04-28-2022
PLACECAST	97387239	N/A	N/A	04-28-2022
BASECAST	97387250	N/A	N/A	04-28-2022
STANDARD DATA CO. FUELING INTELLIGENCE	88381950	5,895,573	N/A	10-29-2019
TRANSPORT FOUNDRY	88729775	6,095,936	N/A	07-07-2020
CityCast	N/A Unregistered	N/A	N/A	N/A
Cast	N/A Unregistered	N/A	N/A	N/A
BaseCast	N/A Unregistered	N/A	N/A	N/A
Alloys	N/A Unregistered	N/A	N/A	N/A

EXHIBIT C

PATENTS

Please Check if No Patents Exist