

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826811

<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>
EPISODE SIX INC.		07/19/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7100964	TRITIUM	
<b>Serial Number:</b>	97864328	TRUSTED BY BANKS. DELIVERED BY EXPERTS.	
<b>Serial Number:</b>	97864339	TRUSTED BY BANKS. DELIVERED BY EXPERTS.	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2067275		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	07/25/2023		
<b>Total Attachments: 5</b>			
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 19, 2023, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **EPISODE SIX INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of October 12, 2022 (as may be amended, restated, supplemented or otherwise modified 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** but excluding only United States intent-to-us trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(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.

This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement between Lender and Grantor, dated as of October 12, 2022, without novation.

*[Remainder of Page Intentionally Left Blank]*

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

**GRANTOR:**

**EPISODE SIX INC.,**  
a Delaware corporation

DocuSigned by:  
**Chermaine Hu**  
By: \_\_\_\_\_  
94925906F3C7477...

Name: Chermaine Hu

Title: Chief Financial Officer

Address for Notices:

Episode Six Inc.  
201 W. 5<sup>th</sup> Street, Suite 1100  
Austin, TX 78701, USA  
Attn: Legal Department  
Email: legal@episodesix.com

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

DocuSigned by:  
**Jon Berry**  
By: \_\_\_\_\_  
26C812C8F25450...

Name: Jon Berry

Title: Director

Address for Notices:

Western Alliance Bank  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: rick.lamoreux@bridgebank.com

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**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>UPTO Reference Number:</u>	<u>Filing Date:</u>
TRUSTED BY BANKS. DELIVERED BY EXPERTS.	97864339			MARCH 30, 2023
TRUSTED BY BANKS. DELIVERED BY EXPERTS.	97864328			MARCH 30, 2023
TRITIUM	97683922	7100964		NOVEMBER 18, 2022