

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preply, Inc.		08/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	8350 Broad Street, Suite 1825		
City:	Tysons		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88093827	PREPLY	
Serial Number:	88979562	PREPLY	
Serial Number:	88903043	PREPLY	
Serial Number:	88195267	PREPLY SPACE	
Serial Number:	97776293		
Serial Number:	97446327	PREPLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	16197040689		
Email:	gmorris@gcalaw.com		
Correspondent Name:	Gregori Morris		
Address Line 1:	7831 Modern Oasis Drive		
Address Line 4:	San Diego, CALIFORNIA 92108		
NAME OF SUBMITTER:	Gregori M. Morris		
SIGNATURE:	/Gregori M. Morris/		
DATE SIGNED:	08/21/2023		
Total Attachments: 6			

OP \$165.00 88093827

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 21, 2023 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and PREPLY, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of August 21, 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Borrower 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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law

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

GRANTOR:

PREPLY, INC., a Delaware corporation

By: 

Name: Vicky Van Asbroeck

Title: Chief Financial Officer

Address for Notices:

Attn:
1309 Beacon Street, Suite 300
Brookline, MA 02446
Tel:
Email:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:

Name:

Title:

Address for Notices:

Attn: Kaitlyn Paonessa
8350 Broad Street, Suite 1825
Tysons, VA 22102
Tel: (703) 547-8192
Email: kpaonessa@bridgebank.com

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

GRANTOR:

PREPLY, INC., a Delaware corporation

By:

Name: Vicky Van Asbroeck

Title: Chief Financial Officer

Address for Notices:

Attn:

1309 Beacon Street, Suite 300


Brookline, MA 02446

Tel:

Email:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Brian M. Gale

Title: Senior Director

Address for Notices:

Attn: Kaitlyn Paonessa

8350 Broad Street, Suite 1825

Tysons, VA 22102

Tel: (703) 547-8192

Email: kpaonessa@bridgebank.com

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist X

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist




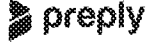
<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
PREPLY	88,093,827	5,721,103		8/27/18
 Preply	88,979,562	1,564,520		5/06/20
 Preply	88,903,043	6,431,187		5/06/20
PREPLY SPACE	88,195,267	5,751,387		11/15/18
	97,776,293			2/01/23
 preply	97,446,327	1,691,557		6/07/22

EXHIBIT C

PATENTS

Please Check if No Patents Exist X

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>