

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UPShow, Inc.		09/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	701 Reading Avenue		
City:	West Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19611		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5642312	MAKE THE WAIT GREAT	
Registration Number:	5907724	UPSHOW	
Registration Number:	5960598	TV BUILT FOR BRANDS.	
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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Allison Liles		
SIGNATURE:	/s/ Allison Liles		
DATE SIGNED:	09/08/2023		
Total Attachments: 6			
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CH \$90.00 5642312

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 8, 2023 (the "Effective Date") by and between CUSTOMERS BANK ("Bank") and UPSHOW, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 20, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that, as of the Effective Date, Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

100 West Kinzie Street, Suite 200
Chicago, IL 60654
Attn: Adam Hirsen

UPSHOW, INC.

By: _____

Name: _____

Title: _____



Jerry Cosmas

Chief Financial Officer

BANK:

Address of Bank:

Customers Bank - Venture Banking Group
701 Reading Avenue
West Reading, PA 19611
Attn: Jeff Lampe and Austen Johnson

CUSTOMERS BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008192 FRAME: 0902

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.

GRANTOR:

Address of Grantor:

100 West Kinzie Street, Suite 200
Chicago, IL 60654
Attn: Adam Hirsen

UPSHOW, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Customers Bank - Venture Banking Group
701 Reading Avenue
West Reading, PA 19611
Attn: Jeff Lampe and Austen Johnson

CUSTOMERS BANK

By:  _____

Name: Austen Johnson

Title: Loan Officer

EXHIBIT A

Copyrights

Description
n/a

Registration Number

Registration Date

EXHIBIT B

Patents


Description
n/a

Patent/App. No.

File Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
MAKE THE WAIT GREAT (Word Mark, Int. Cl. 42)	5642312	01/01/2019
UPSHOW (Service Mark, Int. Cl. 42)	5907724	11/12/2019
		
TV BUILT FOR BRANDS. (Word Mark, Int. Cl. 42)	5960598	01/14/2020