

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOLLECTIVE TECHNOLOGY, INC.	FORMERLY KONTIKI, Inc.	08/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	318 West Adams Street		
Internal Address:	Suite 1200D		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97927150	SMARTECDN	
Serial Number:	97926103	SMARTECDN	
Serial Number:	78070834	KONTIKI	
Registration Number:	5570904	KOLLECTIVE	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	marden@nge.com, ryoung@nge.com		
Correspondent Name:	ANDREW S. FRAKER		
Address Line 1:	2 N LASALLE STREET		
Address Line 2:	SUITE 1700		
Address Line 4:	CHICAGO, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	033044.0018		
NAME OF SUBMITTER:	ANDREW S. FRAKER		
SIGNATURE:	/ANDREW S. FRAKER/		
DATE SIGNED:	09/26/2023		

CH \$115.00 97927150

Total Attachments: 10

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Agreement"), dated as of August 31, 2023, is by and between WESTERN ALLIANCE BANK, an Arizona corporation (as assignee of Webster Bank, National Association, as successor by merger to Sterling National Bank) (together with its successors and assigns (the "Lender"), and KOLLECTIVE TECHNOLOGY, INC., a Delaware corporation (formerly known as KONTIKI, Inc.), as grantor (the "Grantor").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of April 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among the Grantor, as borrower, the other loan parties a party thereto from time to time, as guarantors, and the Lender, as lender, among other things, the Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in the Loan Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Lender is willing to extend and to continue to extend financial accommodations to the Grantor, but only upon the condition, among others, that the Grantor shall grant to the Lender a security interest in certain Copyrights, Patents and Trademarks owned by the Grantor to secure the obligations of the Grantor under the Loan Documents.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in all of the 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 the other Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance of the Obligations, the Grantor grants and pledges to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under, whether now owned or existing or hereafter created, acquired or arising, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all goodwill of the business of the Grantor associated with the Trademarks, all rights corresponding thereto throughout the world and, with respect to the Patents, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Lender under the Loan Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest granted pursuant to this Agreement are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control. Each right, power and remedy of the Lender 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 the Lender or any other person of any one or more of the rights, powers or remedies provided for in this 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 the Lender, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that are the subject of another intellectual property security agreement executed by the Grantor in favor of the Secured Party, except for such intellectual property rights that have been abandoned or cancelled prior to the date hereof and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.

6. The following are the addresses for any notices with respect to this Agreement:

Address of the Grantor:

Kolletive Technology, Inc.
549 NW York Drive
Suite 260 Bend, OR 97703
Attention: Brock Beckner

Address of the Lender:

Western Alliance Bank
318 West Adams Street Suite 1200D
Chicago, Illinois 60606
Attn: John B. Hoesley

With a copy to:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, Arizona 85004
Attn: Legal Department

7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF and docu-sign) shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by it by a duly authorized person as of the date first set forth above.

GRANTOR:

KOLLECTIVE TECHNOLOGY, INC.

DocuSigned by:

By: Brock Beckner
Name: Brock Beckner
Title: Chief Financial Officer

LENDER:

WESTERN ALLIANCE BANK

DocuSigned by:

By: Elizabeth Quigley
Name: Elizabeth Quigley
Title: Vice President

EXHIBIT A
COPYRIGHTS

Owner of Record	Description	Jurisdiction	Registration Number	Registration Date
Kontiki, Inc.	Kontiki Server, v. 7.0.	USA	TX0007276304	4/9/2010
Kontiki, Inc.	Kontiki Delivery Manager, v. 7.0.	USA	TX0007276321	4/9/2010
Kontiki, Inc.	Kontiki DMS for Live, v. 1.0.	USA	TX0007276310	7/2/2010
Kontiki, Inc.	Computer program.	USA	TX0005738318	6/6/2003
Kontiki, Inc.	Kontiki server, version 1.0 & 1 other title	USA	V3501D034	10/10/2003
Kontiki, Inc.	Electronic file (eService)	USA	TX0007272354	6/29/2010
Kollective Technology, Inc.	Kollective eCDN Platform v.11	USA	TX0009207104	11/7/2022
Kollective Technology, Inc.	Powerhouse Webcasting and Media Management Suite v.9.17.2	USA	TX0008756171	11/8/2018
Kollective Technology, Inc.	Kontiki delivery manager, v.1.0	USA	TX0005953568	6/6/2003

EXHIBIT B**PATENTS**

Owner of Record	Title	Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
Kollecive Technology, Inc.	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	USA	8/2/2002	10/211,602	7/8/2008	7,398,301
Kollecive Technology, Inc.	METHOD AND APPARATUS FOR FACILITATING SECURE DISTRIBUTED CONTENT DELIVERY	USA	8/2/2002	10/211,600	4/22/2008	7,363,498
Kollecive Technology, Inc.	DYNAMICALLY CONFIGURING NETWORK COMMUNICATION PARAMETERS FOR AN	USA	8/2/2002	10/211,601	8/8/2006	7,089,290
Kollecive Technology, Inc.	METHOD AND APPARATUS FOR DETERMINING NETWORK TOPOLOGY IN A PEER-TO-PEER	USA	6/30/2003	10/611,772	11/11/2008	7,450,524
Kollecive Technology, Inc.	METHOD AND APPARATUS FOR OPTIMIZING CONTENT DELIVERY ON LOCAL SUBNETS	USA	10/6/2003	10/680,843	3/25/2008	7,349,358
Kollecive Technology, Inc.	METHOD AND APPARATUS FOR OPTIMIZING CONTENT DELIVERY ON LOCAL SUBNETS	USA	3/24/2008	12/054,321	7/28/2015	9,094,367
Kollecive Technology, Inc.	BROADCAST READINESS TESTING IN DISTRIBUTED	USA	10/16/2014	14/516,517	1/16/2018	9,871,716

Owner of Record	Title	Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
	CONTENT DELIVERY NETWORKS					
Kollecive Technology, Inc.	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Germany	4/27/2017	15782185.1	5/6/2020	602015052334.2
Kollecive Technology, Inc.	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Germany	4/27/2017	15782185.1	5/6/2020	3207666
Kollecive Technology, Inc.	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Ireland	4/27/2017	15782185.1	5/6/2020	3207666
Kollecive Technology, Inc.	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	UK	4/27/2017	15782185.1	5/6/2020	3207666
Kollecive Technology, Inc.	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Japan	4/14/2017	2017-520977	6/19/2020	6720157
Kollecive Technology, Inc.	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSION IN DISTRIBUTED CONTENT DELIVERY NETWORKS	USA	10/16/2014	14/516,528	1/8/2018	9,866,602

Owner of Record	Title	Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
Kolletive Technology, Inc.	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSION IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Switzerland	4/27/2017	15782186.9	5/19/2021	3207686
Kolletive Technology, Inc.	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSION IN DISTRIBUTED CONTENT DELIVERY NETWORKS	France	4/27/2017	15782186.9	5/19/2021	3207686
Kolletive Technology, Inc.	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSION IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Germany	4/27/2017	15782186.9	5/19/2021	1802015069427.4
Kolletive Technology, Inc.	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSION IN DISTRIBUTED CONTENT DELIVERY NETWORKS	UK	10/141/2015	1518144.9	2/3/2021	2540442
Kolletive Technology, Inc.	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSION IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Japan	4/14/2017	2017-520976	6/19/2020	6720157
Kolletive Technology,	TECHNIQUES FOR SUPPORTING PEER-ASSISTED DATA	USA	12/412020	63/121,387		
Kolletive Technology,	PEER-MANAGED CONTENT DISTRIBUTION NETWORK	USA	12/3/2021	17/541,942		

Owner of Record	Title	Jurisdiction	Filing Date	Application Number	Issue Date	Patent Number
Kollective Technology, Inc.	MEASURING THE PERFORMANCE OF A PEER-MANAGED CONTENT DISTRIBUTION NETWORK	USA	12/3/2021	17/541,949	4/18/2023	11,632,588
Kollective Technology, Inc.	METHOD AND APPARATUS FOR FACILITATING SECURE DISTRIBUTED CONTENT DELIVERY	USA	4/21/2008	12/107,037	7/27/2010	7,765,411
Kontiki, Inc.	PROCEDURE AND DEVICE FOR THE DISTRIBUTED SUPPLY OF CONTENTS WITHIN A COMPUTER NETWORK	Germany	8/2/2002	DE60211524	12/14/2006	DE60211524T2
Kontiki, Inc.	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	EU	8/2/2002	EP02759270	5/17/2006	EP1413119B1

EXHIBIT C
TRADEMARKS

Client	Mark	Jurisdiction	Appl. No	Appl. Date	Reg. Date	Reg. No.
Kollecive Technology, Inc.	smartECDN	United States	97927150	5/9/2023		
Kollecive Technology, Inc.	smartECDN	United States	97926103	5/9/2023		
Kollecive Technology, Inc.	KOLLECTIVE	United Kingdom	UK00914565873	9/17/2015	2/8/2016	UK00914565873
Kollecive Technology, Inc.	KOLLECTIVE	Canada	1747983	9/28/2015	9/20/2018	TMA1005252
Kollecive Technology, Inc.	KOLLECTIVE	European Union	14565873	9/17/2015	2/8/2016	1456873
Kollecive Technology, Inc.	KOLLECTIVE TECHNOLOGY	Japan	50279/2015	5/27/2015	10/2/2015	5797216
Kollecive Technology, Inc.	KOLLECTIVE	Korea	4520150008866	9/23/2015	9/2/2016	45-0067673
Kollecive Technology, Inc.	KOLLECTIVE	United States	86578979	3/27/2015	9/25/218	5570904
Kollecive Technology, Inc.	KONTIKI	Canada	1125945	12/21/2001	11/27/2007	TMA701829
Kollecive Technology, Inc.	KONTIKI	Japan	89165/2001	10/3/2001	1/9/2004	4739764
Kollecive Technology, Inc.	KONTIKI	Korea	45-2001-0003532	10/6/2001	2/26/2003	4500070360000
Kollecive Technology, Inc.	KONTIKI	United States	78070834	6/25/2001	8/16/2005	2986029