

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849266

<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>
SERMO, INC.		10/26/2023	Corporation: DELAWARE
WORLDONE, INC.		10/26/2023	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	Commercial Loan Service Center/DCC		
<b>Internal Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98123700		
<b>Serial Number:</b>	97346555	RUN WITH PETER	
<b>Serial Number:</b>	97314652	REALTIME	
<b>Registration Number:</b>	4926930	SERMO	
<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>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	717 TEXAS AVENUE, SUITE 1400		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-23070		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		
<b>SIGNATURE:</b>	/Kareem Ansley/		
<b>DATE SIGNED:</b>	10/27/2023		

CH \$115.00 98123700

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 26<sup>th</sup> day of October, 2023, by SERMO, INC., a Delaware corporation ("Sermo") and WORLDONE, INC., a North Carolina corporation ("WorldOne", together with Sermo, collectively the "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION (the "Bank").

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Grantors, as borrowers (collectively the "Borrowers") and the Bank, the Bank agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to the Bank this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to the Bank for its benefit, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to the Bank pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with the Bank as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Bank with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes the Bank unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Bank's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

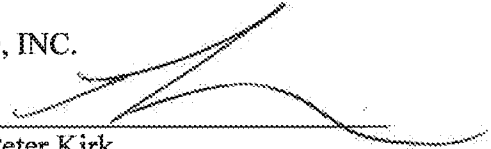
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

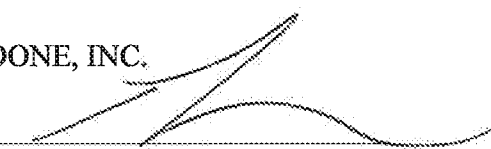
*[signature page follows]*

Each of the parties has signed this Agreement as of the day and year first above written.

SERMO, INC.

By:   
Name: Peter Kirk  
Title: CEO

WORLDONE, INC.

By:   
Name: Peter Kirk  
Title: CEO

[Signature Page to Intellectual Property Security Agreement (Sermo)]

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications


#	Grantor	Copyright	Serial/ Registration Number	Application/ Registration Date
1.	Sermo, Inc.	Balloon Image.	VA0001633319	06/03/2008
2.	Sermo, Inc.	Display Screens For Information Community version 11/20/2006 TX.	TX0006851358	06/04/2008
3.	Sermo, Inc.	Display Screens For information Community version 11/20/2006 VA.	VA0001635606	06/04/2008
4.	Sermo, Inc.	Display Screens For Information Community version 4/16/2008 TX.	TX0006851345	06/04/2008
5.	Sermo, Inc.	Display Screens For Information Community version 4/16/2008 VA.	VA0001635600	06/04/2008
6.	Sermo, Inc	Display Screens For Information Community version 6/8/2006 TX.	TX0006851352	06/04/2008
7.	Sermo, Inc	Display Screens For Information Community version 6/8/2006 VA.	VA0001635605	06/04/2008
8.	Sermo, Inc	Jobs Board Movie.	PA0001599071	06/18/2008

II. Patents and Patent Applications

#	Grantor	Title	(Application)/ Patent Number
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1.	Sermo, Inc.	Community moderated information	10083420
2.	Sermo, Inc.	Method and apparatus for conducting an information brokering services	(16450924)
3.	Sermo, Inc.	Method and apparatus for conducting an information brokering service	10510087
4.	Sermo, Inc.	Method and apparatus for conducting an information brokering service	8019637
5.	Sermo, Inc.	Method and apparatus for conducting an information brokering service	8239240
6.	Sermo, Inc.	Method and apparatus for conducting an online information service	8019639
7.	Sermo, Inc.	Method and apparatus for conducting an information brokering service	8160915
8.	Sermo, Inc.	Method and apparatus for conducting an information brokering service	8626561
9.	WorldOne Inc	System and method for concept discovery with online information environments	10482427

### III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration/(Application) Number
1.	Sermo, Inc.		(98123700)
2.	Sermo, Inc.	RUN WITH PETER	(97346555)
3.	Sermo, Inc.	REALTIME	(97314652)
4.	Sermo, Inc.	SERMO	4926930