

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stray Note, LLC		11/03/2023	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	40 General Warren Blvd.		
Internal Address:	Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97617152	STRAY NOTE	
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:	9198382231		
Email:	lcompton@smithlaw.com		
Correspondent Name:	Linnell V. Compton		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	019349.53		
NAME OF SUBMITTER:	Linnell V Compton		
SIGNATURE:	/lvc/		
DATE SIGNED:	11/03/2023		
Total Attachments: 6			
source=Stray Note LLC - IPSA - Executed(11745838.1)#page1.tif			
source=Stray Note LLC - IPSA - Executed(11745838.1)#page2.tif			
source=Stray Note LLC - IPSA - Executed(11745838.1)#page3.tif			

CH \$40.00 97617152

source=Stray Note LLC - IPSA - Executed(11745838.1)#page4.tif
source=Stray Note LLC - IPSA - Executed(11745838.1)#page5.tif
source=Stray Note LLC - IPSA - Executed(11745838.1)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 3, 2023 by and between CUSTOMERS BANK (“Bank”) and STRAY NOTE, LLC (“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 November 14, 2019, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 25, 2020, that certain Second Amendment to Loan and Security Agreement dated as of April 6, 2021, that certain Third Amendment to Loan and Security Agreement dated as of October 29, 2021, that certain Fourth Amendment to the Loan and Security Agreement dated as of April 5, 2022, that certain Fifth Amendment to the Loan and Security Agreement dated as of June 23, 2022, that certain Sixth Amendment to Loan and Security Agreement dated as of August 29, 2022, that certain Seventh Amendment to Loan and Security Agreement dated as of September 21, 2022, and that certain Eighth Amendment and Joinder to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, restated or otherwise modified from time to time, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing 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 Collateral (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 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.

[Signature Page Follows]

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.

Address of Grantor:

Stray Note, LLC
1103 Holly Street
Nashville, TN 37206
Attn: Co-Chief Executive Officer and
Chief Financial Officer
EMAIL: micah@soundstripe.com
EMAIL: sourav.nayak@soundstripe.com

GRANTOR:

STRAY NOTE, LLC

By: 

Name: Micah Samman

Title: Co-Chief Executive Officer

Address of Bank:

Customers Bank
701 Reading Avenue
West Reading, PA 19611
Attn: Nathan Moore

BANK:

CUSTOMERS BANK

By: 

Name: Nate Moore

Title: 11/02/2023

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

NONE.

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

STRAY NOTE

97617152

10/03/2022