

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852273

<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>
Soundstripe Inc.		11/03/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Customers Bank		
<b>Street Address:</b>	40 General Warren Blvd.		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5732821	SOUNDSTRIPE	
<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>Phone:</b>	9198382231		
<b>Email:</b>	lcompton@smithlaw.com		
<b>Correspondent Name:</b>	Linnell V. Compton		
<b>Address Line 1:</b>	P.O. Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602		
<b>NAME OF SUBMITTER:</b>	Linnell V Compton		
<b>SIGNATURE:</b>	/lvc/		
<b>DATE SIGNED:</b>	11/09/2023		
<b>Total Attachments: 6</b>			
source=Customers - Soundstripe Inc. - A&R IPSA - Executed (11-8-2023)#page1.tif			
source=Customers - Soundstripe Inc. - A&R IPSA - Executed (11-8-2023)#page2.tif			
source=Customers - Soundstripe Inc. - A&R IPSA - Executed (11-8-2023)#page3.tif			
source=Customers - Soundstripe Inc. - A&R IPSA - Executed (11-8-2023)#page4.tif			
source=Customers - Soundstripe Inc. - A&R IPSA - Executed (11-8-2023)#page5.tif			
source=Customers - Soundstripe Inc. - A&R IPSA - Executed (11-8-2023)#page6.tif			

CH \$40.00 5732821

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of November 3, 2023, by and between CUSTOMERS BANK ("Bank") and SOUNDSTRIPE INC. ("Grantor").

RECITALS

A. Bank (as successor in interest to Signature Bank) and Grantor are parties to that certain Loan and Security Agreement 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).

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, and, pursuant to the terms of that certain Intellectual Property Security Agreement dated November 14, 2019 by and between Bank (as successor in interest to Signature Bank) and Grantor (the "Original IPSA"), Grantor has granted to Bank a security interest in its Intellectual Property Collateral.

C. Bank and Grantor desire to amend and restate the terms of the Original IPSA in accordance with the terms hereof.

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:

Soundstripe Inc.  
1103 Holly Street  
Nashville, TN 37206  
Attn: Co-CEO and CFO  
EMAIL: micah@soundstripe.com  
EMAIL: sourav.nayak@soundstripe.com

GRANTOR:

SOUNDSTRIPE INC.

By: 

Name: Micah Sannan

Title: Co-Chief Executive Officer

Address of Bank:

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

BANK:

CUSTOMERS BANK

By: 

Name: Nathan Moore

Title: VP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE on file.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

NONE on file.

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

**SOUNDSTRIPE**

5732821

04/23/2019