

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854847

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving party change of name to Customers Bank previously recorded on Reel 007110 Frame 0555. Assignor(s) hereby confirms the Security Interest.
RESUBMIT DOCUMENT ID:	900809964

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tenovos Corporation		10/19/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Customers Bank
Street Address:	40 General Warren Blvd.
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	Bank: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	88877058	TENOVOS
Serial Number:	88877066	ACTIVE STORY MANAGEMENT
Serial Number:	88877082	ASM
Serial Number:	90246744	TELL STORIES THAT MATTER
Serial Number:	90246747	STORY INSIGHTS

CORRESPONDENCE DATA

Fax Number:

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.

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:	019349.60
NAME OF SUBMITTER:	Linnell V Compton
SIGNATURE:	/lvc/

DATE SIGNED:

11/20/2023

Total Attachments: 15

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TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenovos Corporation		11/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88877058	TENOVOS	
Serial Number:	88877066	ACTIVE STORY MANAGEMENT	
Serial Number:	88877082	ASM	
Serial Number:	90246744	TELL STORIES THAT MATTER	
Serial Number:	90246747	STORY INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
Phone:	919-838-2034		
Email:	pkarmire@smithlaw.com		
<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>			
Correspondent Name:	Perky L. Karmire / Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
Signature:	/s/ Perky L. Karmire		

Date:

11/19/2020

Total Attachments: 7

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RECEIPT INFORMATION**ETAS ID:** TM609748**Receipt Date:** 11/19/2020**Fee Amount:** \$140

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 19, 2023 by and between CUSTOMERS BANK (“Bank”) and TENOVOS CORPORATION (“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 November 13, 2020, as amended by that certain First Amendment to the Loan and Security Agreement dated as of August 23, 2021, as amended by that certain Second Amendment to the Loan and Security Agreement dated as of February 15, 2022, and as amended by that certain Third Amendment to the Loan and Security Agreement dated as of November 21, 2022, between Customers Bank (as successor-in-interest to Signature Bank) and Company (as the same may be 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 as of November 13, 2020 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 Collateral 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.

In connection with the termination of the Loan Agreement or the satisfaction of all obligations, Bank shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request to evidence such termination or release.

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.

Address of Grantor:

500 7th Avenue, 8th Floor
New York, NY 10018
Attn: D. Scott Bowen

GRANTOR:

TENOVOS CORPORATION

By: 

Name: D. Scott Bowen

Title: CEO

Address of Bank:

CUSTOMERS BANK
701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson
EMAIL: kjohnson@customersbank.com

BANK:

CUSTOMERS BANK

By: 

Name: Adam Glick

Title: SVP

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
SYSTEMS AND INTERFACES FOR MANAGING CONTENT	16/554,389	8/28/19
SYSTEMS AND INTERFACES FOR MANAGING CONTENT	PCT/US2019/048620	8/28/19

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
TENOVOS	88877058	4/17/20
ACTIVE STORY MANAGEMENT	88877066	4/17/20
ASM	88877082	4/17/20
TELL STORIES THAT MATTER	90246744	10/10/20
STORY INSIGHTS	90246747	10/10/20

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 13, 2020 by and between SIGNATURE BANK (“Bank”) and TENOVOS CORPORATION (“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 November 13, 2020 (as the same may be amended, modified or supplemented 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 Collateral 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.

In connection with the termination of the Loan Agreement or the satisfaction of all obligations, Bank shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request to evidence such termination or release.

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.

Address of Grantor:

500 7th Avenue, 8th Floor
New York, NY 10018
Attn: D. Scott Bowen


GRANTOR:

TENOVOS CORPORATION

By:

Name:

Title:


D. Scott Bowen
CEO

Address of Bank:

Signature Bank-Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, New York 10017
Attn: Katherine Wolfe

BANK:

SIGNATURE BANK

By:

Name:

Title:

[Signature Page to IP SA]

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:

500 7th Avenue, 8th Floor
New York, NY 10018
Attn: D. Scott Bowen

TENOVOS CORPORATION

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Signature Bank-Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, New York 10017
Attn: Katherine Wolfe

SIGNATURE BANK

By: Katherine Wolfe

Name: KATHERINE WOLFE

Title: VP

[Signature Page to IP SA]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
SYSTEMS AND INTERFACES FOR MANAGING CONTENT	16/554,389	8/28/19
SYSTEMS AND INTERFACES FOR MANAGING CONTENT	PCT/US2019/04862 0	8/28/19

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
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ACTIVE STORY MANAGEMENT	88877066	4/17/20
ASM	88877082	4/17/20
TELL STORIES THAT MATTER	90246744	10/10/20
STORY INSIGHTS	90246747	10/10/20