

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWOOGO, LLC		12/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	595 Bay Street, Suite 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5021212	SWOOGO	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2207343		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	12/08/2023		
Total Attachments: 8			
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**INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time from time to time, this "*Agreement*") is entered into as of December 8, 2023 between **CANADIAN IMPERIAL BANK OF COMMERCE** ("*CIBC*"), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, together with its successors and permitted assigns in such capacity, the "*Administrative Agent*") and the Grantor listed on the signature page hereto (the "*Grantor*").

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor and the other Loan Parties in the amounts and manner set forth in that certain Credit Agreement, dated as of even date herewith, by and among **EAGLE ROCK CAPITAL CORPORATION**, a Delaware corporation ("*Holdings*"), **SWOOGO LLC**, a Delaware limited liability company (the "*Borrower*"), the several banks and other financial institutions or entities from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), the administrative Agent and **CIBC**, as the Issuing Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower and the other Loan Parties under the Credit Agreement, Holdings, Borrower, and each other Grantor (as defined therein) have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*").

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Holdings, Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings', Borrower's, and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

AGREEMENT

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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the Secured Obligations, Grantor grants and pledges to Administrative Agent, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property that constitutes Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and 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. Grantor hereby confirms that the attached schedules of Grantor's U.S. Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B, and C hereto, respectively, are complete and accurate as of the date hereof.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

3. Grantor hereby authorizes Administrative Agent to file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. This Agreement or any provision hereof may not be amended, amended and restated, supplemented, waived, or otherwise modified from time to time except in accordance with Section 10.1 of the Credit Agreement.

5. Upon (1) the Discharge of Obligations, (2) the release of Grantor from the Obligations in accordance with the Loan Documents or (3) the disposition of some or all of the Intellectual Property described herein in accordance with the Loan Documents, Administrative Agent will promptly execute and deliver to Grantor, at Grantor's expense, all documents that Grantor reasonably requests to evidence such termination or release. Administrative Agent hereby agrees to execute and deliver such documents and to perform other actions reasonably necessary to release the Lien when and as reasonably requested.

6. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR

RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK. This Section 6 shall survive the Discharge of Obligations.

7. This Agreement is a Loan Document. 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 electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Swoogo LLC
1925 Century Park East, Suite 1700
Los Angeles, CA 90067
Attention: Chris Sykes; Anthony Vega
E-Mail: chris@swoogo.com; anthony@swoogo.com

GRANTOR:

SWOOGO LLC

By: 

Name:

Title

[Signature Page to the IP Security Agreement]

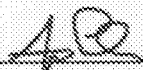
TRADEMARK
REEL: 008283 FRAME: 0234

Address of Bank:

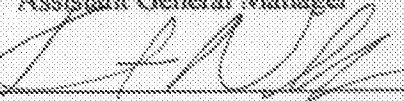
Canadian Imperial Bank of Commerce
Credit Processing Services
595 Bay Street, 7th Floor
Toronto, Ontario M5G 2M8
Attention: Aaron Ren; Vasa Ratnam;
Andrew Phillips
E-Mail: Aaron.Ren@cibc.com;
Vasa.Ratnam@cibc.com;
mailbox.innovation@cibc.com;
Andrew.Phillips@cibc.com

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF
COMMERCE

By:  _____

Name: Andrew Phillips
Title: Assistant General Manager

By:  _____

Name: Kurt Nichols
Title: Assistant General Manager

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 008283 FRAME: 0235

EXHIBIT A
COPYRIGHTS

Registered Copyrights

N/A

Pending Copyright Applications

N/A

EXHIBIT B
PATENTS

Issued Patents

N/A

Pending Patent Applications

N/A

EXHIBIT C
TRADEMARKS

Registered Trademarks

U.S. Reg. No. 5021212 for the mark SWOOGO in Class 42, registered on August 16, 2016.

Pending Trademark Applications

N/A