

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM16354

<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>
DRIPS HOLDINGS, LLC		02/05/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	81 Bay Street, 10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	Other: CANADA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5859200	CONVERSATIONAL SMS	
<b>Registration Number:</b>	5510173	CONVERSATIONAL TEXTING	
<b>Registration Number:</b>	5510174	CONVERSATIONAL MESSAGING	
<b>Registration Number:</b>	5612933	CONVERSATIONS MATTER	
<b>Registration Number:</b>	6138265	CONVERSATIONS AT SCALE	
<b>Registration Number:</b>	5836508	CONVERSATIONAL DRIP CAMPAIGN	
<b>Registration Number:</b>	5881613	CONVERSATIONAL MARKETING	
<b>Registration Number:</b>	6970585	DRIPS.COM	
<b>Serial Number:</b>	97881155	DRIPS	
<b>Serial Number:</b>	97922607	IT'S ALL ABOUT HOW YOU SAY IT	
<b>Serial Number:</b>	88429504	DRIPS	
<b>Serial Number:</b>	87529322	DRIPS	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		

OP \$315.00.00 88334902

**Address Line 1:** 1025 Connecticut Avenue NW  
**Address Line 2:** Suite 712  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

**ATTORNEY DOCKET NUMBER:** 2263222 TM

**NAME OF SUBMITTER:** Andrew Hackett

**SIGNATURE:** Andrew Hackett

**DATE SIGNED:** 02/07/2024

**Total Attachments: 6**

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source=CIBC\_Drips Holdings\_ IP Security Agreement (2.2024)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of February 5, 2024, between CANADIAN IMPERIAL BANK OF COMMERCE ("Bank") and DRIPS HOLDINGS, LLC, a Delaware limited liability company ("Grantor").

### RECITALS

A. Bank, Grantor and certain other parties are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor's Intellectual Property.

C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor's right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor'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. Grantor hereby authorizes Bank 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.

3. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. 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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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

1700 W Market St. #173  
Akron, OH 44313  
Attention: Tim Dietrich  
Email: legal@drips.com

GRANTOR:

DRIPS HOLDINGS, LLC

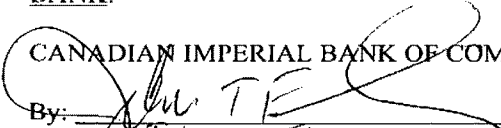
By: \_\_\_\_\_  
Name: Tom Martindale  
Title: President

Address of Bank:

Canadian Imperial Bank of Commerce  
81 Bay Street, 10th Floor  
Toronto, ON M5J 0E7  
Attention: John Flemming  
Email: john.flemming@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_  
Name: John T. Flemming  
Title: Asst General Manager

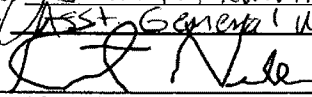
By:  \_\_\_\_\_  
Name: Kurt Nichols  
Title: Assistant General Manager

EXHIBIT A  
COPYRIGHTS

Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
None		

EXHIBIT B

PATENTS

Description	Patent/Application Number	Issue Date / Application Date
None		

EXHIBIT C  
TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
CONVERSATIONAL SMS	5859200	09/10/2019
CONVERSATIONAL TEXTING	5510173	07/03/2018
CONVERSATIONAL MESSAGING	5510174	07/03/2018
CONVERATIONS MATTER	5612933	11/20/2018
CONVERATIONS AT SCALE	6138265	08/25/2020
CONVERSATIONAL DRIP CAMPAIGN	5836508	08/13/2019
CONVERSATIONAL MARKETING	5881613	10/18/2019
DRIPS.COM	6970585	02/07/2023
DRIPS	97/881,155	04/10/2023
IT'S ALL ABOUT HOW YOU SAY IT	97/922,607	05/05/2023
DRIPS	88429504	05/14/2019
Drips	87529322	07/14/2017

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