

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM163147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BITCENTRAL, INC.		02/29/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	VIRGO-IGNITE, LLC		
Street Address:	1201 Howard Ave., Suite 300		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97919860	VIEWNEXA	
Serial Number:	88612351	CENTRAL CONTROL	
Serial Number:	88015745	FUEL BEYOND THE IMAGINATION	
Serial Number:	87340353	BITCENTRAL	
Serial Number:	85244687		
Serial Number:	85145485	PRECIS	
Serial Number:	85145489	OASIS	
Serial Number:	76288514		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415)268-7810		
Email:	TMDocket@mof.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	067472-0000031		
NAME OF SUBMITTER:	AURANA CHUNG		

CH \$215.00.00 97919860

SIGNATURE:	AURANA CHUNG
DATE SIGNED:	02/29/2024
Total Attachments: 7 source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page1.tif source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page2.tif source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page3.tif source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page4.tif source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page5.tif source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page6.tif source=Bitcentral - IP Security Agreement (Second Lien) - EXECUTED, 4891-1011-6778_1#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of February 29, 2024 is made by BITCENTRAL, INC., a California corporation (the "Grantor") in favor of VIRGO-IGNITE, LLC, a Delaware limited liability company ("Lender").

WHEREAS, Grantor and Lender, entered into that certain Second Lien Loan and Security Agreement, dated as of February 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Lender, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and U.S. Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in the Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising (the "IP Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, extensions, and renewals of any of the foregoing and all rights in or pertaining to the foregoing provided by international treaties or conventions;

(ii) the registered and applied for trademarks set forth in Schedule B hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use trademark application prior to the U.S. Patent and Trademark Office's acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or resulting in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law) and all reissues, extensions, and renewals of any of the foregoing, and all rights in or pertaining to the foregoing provided by international treaties or conventions;

(iii) the registered and applied for copyrights set forth in Schedule C hereto and all reissues, extensions, and renewals of any of the foregoing, and all rights in or pertaining to the foregoing provided by international treaties or conventions;

(iv) any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation, misuse, or other impairment with respect to any of the foregoing; and

(v) all proceeds of the foregoing, including, without limitation, income, royalties and other payments now or hereafter due and/or payable with respect thereto; and

(vi) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the IP Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Loan Agreement, the Loan Agreement shall control.

SECTION 6. Governing Law, Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Grantor and Lender hereby submits to the exclusive jurisdiction of the state and federal courts located in the County of Orange, State of California.

SECTION 7. Execution. This Agreement may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BITCENTRAL, INC., a California corporation

By: Rick Baran
Name: Rick Baran
Title: Chief Financial Officer

EXHIBIT A
PATENTS AND PATENT APPLICATIONS

App. No.	App. Date	Patent/Pub. No.	Patent/Pub. Date	Title
13/436,891	3/31/2012	<u>9116896</u>	8/25/2015	Nonlinear proxy-based editing system and method with improved media file ingestion and management
13/720,012	12/19/2012	<u>9251850</u>	2/2/2016	Nonlinear proxy-based editing system and method having improved audio level controls
14/925,262	10/28/2015	<u>9348909</u>	5/24/2016	Video indexing, search and delivery platforms, methods, systems and apparatuses
15/158,775	5/19/2016	<u>9594834</u>	3/14/2017	Video indexing, search and delivery platforms, methods, systems and apparatuses
15/726,915	10/6/2017	<u>10133819</u>	11/20/2018	Video indexing, search and delivery platforms, methods, systems and apparatuses
16/263,710	1/31/2019	<u>10565259</u>	2/18/2020	Advertisement placement and engagement supported video indexing, search and delivery platforms, methods, systems and apparatuses
16/738,685	1/9/2020	<u>11574010</u>	2/7/2023	Advertisement placement and engagement supported video indexing, search and delivery platforms, methods, systems and apparatuses
16/826,101	3/20/2020	11675835	6/13/2023	Video indexing, search and delivery platforms, methods, systems and apparatuses

**EXHIBIT B
TRADEMARKS**

Citation	Application Number	Registration Number	Status
VIEWNEXA VIEWNEXA	App 97919860 App 04-MAY-2023		Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT
P POWR.TV Cross References: P POWER TV 	App 90725163 App 20-MAY-2021		Published (Pending) Intent to Use - Filed Intent to Use
CENTRAL CONTROL CENTRAL CONTROL	App 88612351 App 11-SEP-2019	Reg 6513786 Reg 12-OCT-2021	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT
FUEL BEYOND THE IMAGINATION  beyond the imagination	App 88015745 App 26-JUN-2018	Reg 6130867 Reg 18-AUG-2020	Registered Intent to Use - Filed USE APPLICATION - CURRENT
BITCENTRAL Cross References: BIT CENTRAL 	App 87340353 App 17-FEB-2017	Reg 5652350 Reg 15-JAN-2019	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT
<i>Design Only</i> 	App 85244687 App 17-FEB-2011	Reg 4199362 Reg 28-AUG-2012 Rnw 28-AUG-2022	Registered Intent to Use - Filed USE APPLICATION - CURRENT
PRECIS Cross References: PRECISE PRECIS	App 85145485 App 05-OCT-2010	Reg 3980928 Reg 21-JUN-2011 Rnw 21-JUN-2021	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT

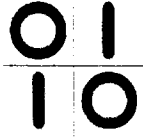

<p>OASIS</p> <p>OASIS</p>	<p>App 85145489 App 05-OCT-2010</p>	<p>Reg 3988868 Reg 05-JUL-2011 Rnw 05-JUL-2021</p>	<p>Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>
<p><i>Design Only</i></p> 	<p>App 76288514 App 19-JUL-2001</p>	<p>Reg 2886961 Reg 21-SEP-2004 Rnw 21-SEP-2014</p>	<p>Registered CANCELLED SECTION 8 IN INT. CL. 38. ONLY O.G. 11- 2-2010 CANCELLED SECTION 8 IN INT. CL. 35. ONLY O.G. 11- 2-2010 Intent to Use - Filed FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>
<p>BITCENTRAL & Design CompuMark Trademark: BITCENTRAL OIO Cross References: BIT CENTRAL OIO</p> 	<p>App 1504223 App 17-NOV-2010</p>	<p>Reg TMA866050 Reg 27-NOV-2013</p>	<p>Registered</p>

EXHIBIT C
COPYRIGHTS

Title	Type of Work	Registration Number	Registration Date	Description	Date of Publication
MediaPipe software	Computer File	TX0005789385	9/24/2003	CD-ROM	8/31/1999

sf-5774277

RECORDED: 02/29/2024

TRADEMARK
REEL: 008358 FRAME: 0327