

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544525

<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>
Podium Corporation, Inc.		10/09/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	237 Park Avenue, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88248870	IM	
<b>Serial Number:</b>	88248862	TEAM INTERACTION	
<b>Serial Number:</b>	88248856	INTERACTION PLATFORM	
<b>Serial Number:</b>	88248851	VENDOR INTERACTION	
<b>Serial Number:</b>	88248843	EMPLOYEE INTERACTION	
<b>Serial Number:</b>	88248831	CUSTOMER INTERACTION	
<b>Serial Number:</b>	88248823	LEAD INTERACTION	
<b>Serial Number:</b>	88248816	INTERACTION MANAGEMENT	
<b>Serial Number:</b>	86524270	PODIUM	
<b>Serial Number:</b>	86524264	PODIUM	
<b>Serial Number:</b>	86359856	REVIEWS SIMPLIFIED	
<b>Serial Number:</b>	86359852	REVIEWS SIMPLIFIED	
<b>Serial Number:</b>	86359846	REVIEWS SIMPLIFIED	
<b>Serial Number:</b>	86359821	REPDRIVE	
<b>Serial Number:</b>	86359812	REPDRIVE	
<b>Serial Number:</b>	86359801	REPDRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 88248870

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 619-699-2700  
**Email:** susan.reynolds@dlapiper.com  
**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 401 B Street, Suite 1700  
**Address Line 4:** San Diego, CALIFORNIA 92101

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	10/09/2019

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 9, 2019, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and PODIUM CORPORATION, INC., a Delaware corporation (“Grantor”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantor in the amounts and manner set forth in that certain Credit Agreement by and between Lender and Grantor dated the date hereof (as the same may be amended, restated, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) constituting Collateral to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Security Agreement), by and between Lender and Grantor, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under all of its intellectual property constituting Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following, but in each case, solely to the extent constituting Collateral:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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:

PODIUM CORPORATION, INC.

1650 West Digital Drive  
Lehi, UT 84043  
Attention: Adam Edmunds

By: 

Name: Adam Edmunds

Title: President

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

MM Technology Banking  
237 Park Ave, 6th Floor  
New York, NY 10017  
Attention: Ting Ting Liu

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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:

**PODIUM CORPORATION, INC.**

1650 West Digital Drive  
Lehi, UT 84043  
Attention: Adam Edmunds

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

Address:

**JPMORGAN CHASE BANK, N.A.**

MM Technology Banking  
237 Park Ave, 6th Floor  
New York, NY 10017  
Attention: Ting Ting Liu

By:  \_\_\_\_\_

Name: Ting Ting Liu

Title: Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

286624281  
394690-000021

**TRADEMARK**

**REEL: 006767 FRAME: 0533**

EXHIBIT A

Copyrights

Description

None

Registration/  
Application/  
Number

Registration/  
Application/  
Date

EXHIBIT B

Patents

<u>Description</u>		<u>Application Number</u>	<u>Application Date</u>
None			



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
IM	88248870	1/3/19
TEAM INTERACTION	88248862	1/3/19
INTERACTION PLATFORM	88248856	1/3/19
VENDOR INTERACTION	88248851	1/3/19
EMPLOYEE INTERACTION	88248843	1/3/19
CUSTOMER INTERACTION	88248831	1/3/19
LEAD INTERACTION	88248823	1/3/19
INTERACTION MANAGEMENT	88248816	1/3/19
PODIUM	86524270	2/4/15
PODIUM	86524264	2/4/15
REVIEWS SIMPLIFIED*	86359856	8/7/14
REVIEWS SIMPLIFIED*	86359852	8/7/14
REVIEWS SIMPLIFIED*	86359846	8/7/14
REPDRIVE*	86359821	8/7/14
REPDRIVE*	86359812	8/7/14
REPDRIVE*	86359801	8/7/14

\* Please note mark continues to be titled in former name "RepDrive, Inc."