

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606025

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VIDSY MEDIA INC. | | 10/30/2020 | Corporation: DELAWARE |
| VIDSY MEDIA LIMITED | | 10/30/2020 | Company: ENGLAND AND WALES |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 3003 Tasman Drive, HF 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87715664 | VIDSY | |
| Serial Number: | 87715677 | VIDSY.CO | |
| Serial Number: | 87715687 | VIDSY.CO | |
| 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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | Cogency Global Inc. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1284478 | | |
| NAME OF SUBMITTER: | Sarah Mackin | | |
| SIGNATURE: | /Sarah Mackin/ | | |
| DATE SIGNED: | 10/30/2020 | | |
| Total Attachments: 8 | | | |

OP \$90.00 87715664

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 30, 2020 by and among (a) **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 acting through its branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (“Bank”) and (b)(i) **VIDSY MEDIA INC.**, a Delaware corporation with its principal place of business located at 251 Little Falls Drive, Wilmington, Delaware 19808 (“US Grantor”) and (ii) **VIDSY MEDIA LIMITED**, incorporated in England & Wales with company number 09263514 with an office located at 4.7, The Loom 14 Gowers Walk, London, England, E1 8PY (“UK Grantor” and, together with US Grantor, individually and collectively, jointly and severally, “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 Agreement by and among Bank and Grantor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) in accordance with the terms hereof to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of (i) the Loan Agreement, (ii) that certain Security Agreement by and between US Grantor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Security Agreement”) and (iii) that certain Debenture by and between UK Grantor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Debenture”), 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 (as defined in the Loan 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 all obligations of Grantor to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Grantor to 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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.

Notwithstanding the foregoing, the Intellectual Property Collateral excludes any intent-to-use Trademark applications, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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

4. 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.

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

6. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VIDSY MEDIA INC.

DocuSigned by:
Gerard Keeley
2-102567112514332

By: _____ Gerard Keeley _____
Name: _____
Title: _____ President _____

Executed as a deed by)
VIDSY MEDIA LIMITED)
acting by two Directors)
or a Director and the Secretary)

DocuSigned by:
Gerard Keeley
2-102567112514332

Signature: _____ Gerard Keeley _____
Name: _____
Director

DocuSigned by:
Alexander Campbell
2-102567112514332

Signature: _____ Alexander Campbell _____
Name: _____
Director

BANK:

SILICON VALLEY BANK

DocuSigned by:
Ruari Phillips
2-102567112514332

By: _____ Ruari Phillips _____
Name: _____
Title: _____ Vice President _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks


| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| VIDSY | SN: 87715664 | January 5, 2018 |
| VIDSY.CO | SN: 87715677 | January 5, 2018 |
| <u>VIDSY.CO and Design</u>  | SN: 87715687 | January 5, 2018 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.