

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613852

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cooler Screens Inc.		12/10/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 TASMAN DRIVE, HF 150		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6070152	COOLER FUTURE	
<b>Registration Number:</b>	6064955	COOLER SCREENS	
<b>Registration Number:</b>	6064956	COOLER SCREENS	
<b>Registration Number:</b>	6191746	COOLER SCREENS	
<b>Registration Number:</b>	6149769	COOLER ANALYTICS	
<b>Serial Number:</b>	88630384	COOLER EDGE	
<b>Serial Number:</b>	90064922	COOLER SCREENS	
<b>Serial Number:</b>	90064926		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1301703 TM		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		

OP \$215.00 6070152

<b>SIGNATURE:</b>	/Sarah Mackin/
<b>DATE SIGNED:</b>	12/11/2020
<b>Total Attachments: 9</b> source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page1.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page2.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page3.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page4.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page5.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page6.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page7.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page8.tif source=Intellectual_Property_Security_Agreement_-_Cooler_Screens#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 10, 2020, by and between SILICON VALLEY BANK, a California corporation, ("Bank") and COOLER SCREENS INC., a Delaware corporation ("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 and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same has been and may further be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, 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.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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. Authorization. Grantor hereby authorizes Bank 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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 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 California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

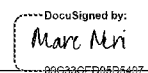
COOLER SCREENS INC.

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

Title: Arsen Avakian, Chief Executive Officer

BANK:

SILICON VALLEY BANK

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

Title: Marc Neri, Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

## Patents

<b>Title</b>	<b>Country</b>	<b>Application Status</b>	<b>Application Number</b>	<b>Filing Date</b>
Intelligent Marketing and Advertising Platform	US	Granted (patent number 10672032)	15/674,198	8/10/17
An Intelligent Marketing and Advertising Platform	International	Expired	PCT/US18/46103	8/9/18
Intelligent Marketing and Advertising Platform	US	Granted (patent number 10769666)	16/222,643	12/17/18
Smart Movable Closure System for Cooling Cabinet	US	Awaiting examination	16/741,581	1/13/20
An Intelligent Marketing and Advertising Platform	International	Pending with favorable ISR/WO	PCT/US2019/066869	12/17/19
Intelligent Marketing and Advertising Platform	International	Pending	108146270	12/17/19
Smart Movable Closure System for Cooling Cabinet	US	Pending	15/931,971	5/14/20
Intelligent Marketing and Advertising Platform	International	Published	3072445	2/7/20
Intelligent Marketing and Advertising Platform	International	To submit original, signed inventor documents	MX/a/2020/001634	2/7/20
Intelligent Marketing and Advertising Platform	International	To submit written response	18843780	2/26/20



<b>Title</b>	<b>Country</b>	<b>Application Status</b>	<b>Application Number</b>	<b>Filing Date</b>
Intelligent Marketing and Advertising Platform	International	To submit original, signed inventor documents	10-2020-7006998	3/10/20
Freedom to Practice Review	US	Pending	N/A	N/A
Freedom to Practice Review	US	Pending	N/A	N/A
Freedom to Practice Review	US	Pending	N/A	N/A
US Inv: Alpha Modus	US	Pending		
Intelligent Marketing and Advertising Platform	International	To submit formal documents	201880064016.50	3/31/20
Intelligent Marketing and Advertising Platform	International	Pending	2020-520519	4/7/20
US OP: 10360571 Alpha Modus (Invalidity)	US	Pending	N/A	
An Intelligent Marketing and Advertising Platform	US	Pending	16/763448	5/12/20

EXHIBIT C

## Trademarks




Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Goods/Services
COOLER FUTURE	United States	88/091,902	August 24, 2018	6,070,152	June 2, 2020	Registered	<u>Class 9</u> : Electronic advertising display units with multi-networking (TCP/IP) capabilities for retail product storage cooler units
 Cooler Screens	United States	88/091,834	August 24, 2018	6,064,955	May 26, 2020	Registered	<u>Class 9</u> : Electronic advertising display units with multi-networking (TCP/IP) capabilities for retail product storage cooler units
	United States	88/091,855	August 24, 2018	6,064,956	May 26, 2020	Registered	<u>Class 9</u> : Electronic advertising display units with multi-networking (TCP/IP) capabilities for retail product storage cooler units
COOLER SCREENS	United States	88/091,607	August 24, 2018	6,191,746	November 3, 2020	Registered	<u>Class 9</u> : Electronic advertising display units with multi-networking (TCP/IP) capabilities for retail product storage cooler units
COOLER ANALYTICS	United States	88/630,360	September 25, 2019	6,149,769	September 8, 2020	Registered	<u>Class 42</u> : Providing temporary use of non-downloadable computer software having multi-networking (TCP/IP) capabilities for use with retail product storage cooler units
COOLER EDGE	United States	88/630,384	September 25, 2019			Published for Opposition on September 15, 2020	<u>Class 42</u> : Providing temporary use of non-downloadable computer software having multi-networking (TCP/IP) capabilities for use with retail product storage cooler units
COOLER SCREENS	United States	90/064,922	July 21, 2020			Pending (Awaiting Examination)	<u>Class 35</u> : Advertising, marketing, and merchandising of consumer products; market research; collecting, analyzing, and providing data concerning product inventory, marketing and advertising of consumer products, pricing of consumer products, sale of consumer products, and audience measurement; tracking inventory; collecting, analyzing, and providing information about consumer products; providing product information at the point of sale
	United States	90/064,926	July 21, 2020			Pending (Awaiting Examination)	<u>Class 35</u> : Advertising, marketing, and merchandising of consumer products; market research; collecting, analyzing, and providing data concerning product inventory, marketing and advertising of consumer products, pricing of consumer products, sale of consumer products, and audience measurement; tracking inventory; collecting, analyzing, and providing information about consumer products; providing product information at the point of sale

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

ny-1365681

**RECORDED: 12/11/2020**

**TRADEMARK  
REEL: 007131 FRAME: 0157**