

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615519

| | | | |
|--|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Breakout Commerce, Inc. | | 12/18/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Rd. | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | National Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86868148 | GOOTEN | |
| Serial Number: | 86868142 | GOOTEN | |
| Serial Number: | 86868137 | GOOTEN | |
| Serial Number: | 86868133 | GOOTEN | |
| 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: | 7033826485 | | |
| Email: | DHall@vlplawgroup.com | | |
| Correspondent Name: | Davis Hall | | |
| Address Line 1: | 12703 Hitchcock Court | | |
| Address Line 4: | Reston, VIRGINIA 20191 | | |
| NAME OF SUBMITTER: | Davis Hall | | |
| SIGNATURE: | /DavisHall/ | | |
| DATE SIGNED: | 12/18/2020 | | |
| Total Attachments: 5 | | | |
| source=(Comerica-Breakout Commerce) EXECUTED Intellectual Property Security Agreement_12-18-20#page1.tif | | | |
| source=(Comerica-Breakout Commerce) EXECUTED Intellectual Property Security Agreement_12-18-20#page2.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2020 by and between COMERICA BANK ("Bank") and BREAKOUT COMMERCE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, or anything to the contrary herein or in the Loan Agreement, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Intellectual Property Security Agreement.

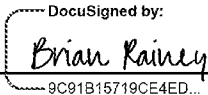
GRANTOR:

BREAKOUT COMMERCE, INC.

Address of Grantor:

142 W. 57th Street
New York, NY 10019

Attn: Brian Rainey

By:  9C91B15719CE4ED...

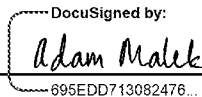
Name: Brian Rainey
Title: Chief Executive Officer

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

By:  695EDD713082476...

Name: Adam Malek
Title: Vice President

With a copy to:

Comerica Bank
230 Park Avenue, Suite 634
New York, NY 10169
Attn: James O'Brien

EXHIBIT A

Copyrights

Description

NONE

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

System and Method for Product Previews

62703227

EXHIBIT C

Trademarks

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| GOOTEN | 86868148 5187611 | 01/07/2016 04/18/2017 |
| GOOTEN | 86868142 5187610 | 01/07/2016 04/18/2017 |
| GOOTEN | 86868137 5312131 | 01/07/2016 10/17/2017 |
| GOOTEN | 86868133 5177552 | 01/07/2016 04/04/2017 |