

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wistia, Inc.		08/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4327602	WISTIA	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	08/07/2021		
Total Attachments: 6			
source=(Wistia) Intellectual Property Security Agreement (8.2021)#page1.tif			
source=(Wistia) Intellectual Property Security Agreement (8.2021)#page2.tif			
source=(Wistia) Intellectual Property Security Agreement (8.2021)#page3.tif			
source=(Wistia) Intellectual Property Security Agreement (8.2021)#page4.tif			

CH \$40.00 4327602

source=(Wistia) Intellectual Property Security Agreement (8.2021)#page5.tif

source=(Wistia) Intellectual Property Security Agreement (8.2021)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is entered into as of August 6, 2021, by and between COMERICA BANK (the "**Bank**") and WISTIA, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor and Bank (as the same may be amended, modified, supplemented or restated 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 and Patents to secure the obligations of Grantor under the Loan Agreement and the other Loan Documents.

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 its Indebtedness, obligations and liabilities 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 Grantor and Bank, Grantor grants and pledges to Bank a continuing 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 Exhibits A, B and C hereto), and including without limitation, (i) all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), (ii) the right to sue for past, present and future infringements, (iii) all rights corresponding thereto throughout the world and (iv) all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 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.

Grantor authorizes and agrees that Bank may record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office. If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto as

if the same were identified on Exhibits A, B and/or C attached hereto and made a part hereof as of the date hereof and Grantor shall give Bank prompt written notice thereof. Grantor hereby authorizes Bank to modify this Agreement by amending Exhibits A, B and/or C to include any future Intellectual Property Collateral and, at Bank's request, Grantor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement, provided that any such modification to Exhibits A, B and/or C shall be effective without the signature of Grantor. Grantor hereby acknowledges that Bank may refile or re-record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, together with any such modification to Exhibits A, B and/or C.

This Agreement may be executed in several counterparts, and each executed copy shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument. A photocopy, facsimile, .pdf or scanned copy of an executed counterpart of this Agreement or any other Loan Document shall be sufficient to bind the party whose signature appears thereon. Grantor covenants and agrees that it shall provide an executed original copy of this Agreement to Bank upon its request.

[Remainder of Page Left Blank. Signature Page Follows]

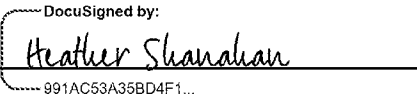
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Agreement.

GRANTOR:

Address of Grantor:

120 Brookline Street
Cambridge, MA 02139
Attn: Heather Shanahan

WISTIA, INC., a Delaware corporation

By: 991AC53A35BD4F1...

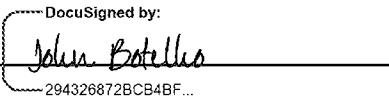
Name: Heather Shanahan
Title: Vice President of Finance

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 294326872BCB4BF...

Name: John Botelho
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
SYSTEMS AND METHODS FOR ANALYZING USER INTERACTIONS WITH VIDEO CONTENT	US20180014067	07/11/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
WISTIA	85705437 / 4327602	August 16, 2012 / April 30, 2013