

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722904

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900678167

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KNOWINGLY CORPORATION		02/25/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HERITAGE BANK OF COMMERCE
<b>Street Address:</b>	224 Airport Parkway
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95110
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4352904	WEBWORKERDAILY
<b>Registration Number:</b>	4271454	OM SAYS
<b>Registration Number:</b>	4257536	GIGAOM PRO

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 6506483802  
**Email:** PATTY@PATTYCHENG.COM  
**Correspondent Name:** PATTY CHENG  
**Address Line 1:** 2625 MIDDLEFIELD RD., #215  
**Address Line 4:** PALO ALTO, CALIFORNIA 94306

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	04/21/2022

## Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of February 25, 2022 by and among Knowingly Corporation, a Delaware corporation (“**Knowingly**”), Knowingly Holdings, Inc., a Delaware corporation (“**Holdings**”) and Heritage Bank of Commerce, a California corporation (“**Bank**”). Knowingly and Holdings are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, each Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

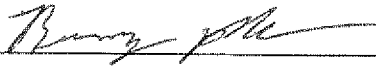
[SIGNATURE PAGE FOLLOWS]

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

Address of Grantors:

3905 State Street, #7-448  
Santa Barbara, CA 93105  
Attn: Ben Book, CEO

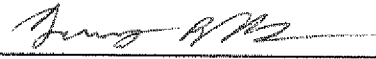
**KNOWINGLY HOLDINGS, INC.**

By: 

Print Name: Ben Book

Title: CEO

**KNOWINGLY CORPORATION**

By: 

Print Name: Ben Book

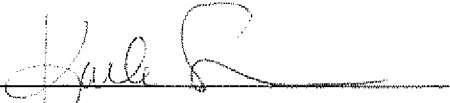
Title: CEO

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

**HERITAGE BANK OF COMMERCE**

Address of Bank:

224 Airport Parkway  
San Jose, California 95110  
Attn: Karla Schrader

By:   
Print Name: KARLA SCHRADER  
Title: VP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>DescriptioN</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Knowingly	SECTOR ROADMAP	85843431	4364907	*
Knowingly	GIGAOM COMMUTIST	85763966	4363996	*
Knowingly	WEBWORKERDAILY	85689049	4352904	May 14, 2013
Knowingly	PAIDCONTENT	85622783	4333860	*
Knowingly	GO	85974309		*
Knowingly	DATA CONNECT	85868968		*
Knowingly	NEWTEEVEE	85689121	4308716	*
Knowingly	EARTH2TECH	85688918	4308710	*
Knowingly	OM SAYS	85622788	4271454	December 11, 2012
Knowingly	GIGAOM PRO	85609142	4257536	January 1, 2013
Knowingly	GIGAOM	85609135	4267631	*

\* — indicates dead, abandoned or cancelled trademark