

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
lovox Limited		05/10/2022	Private Limited Company: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Shawbrook Bank Limited ("Shawbrook")		
Street Address:	Lutea House The Drive		
Internal Address:	Warley Hill Business Park, Great Warley		
City:	Brentwood, Essex		
State/Country:	UNITED KINGDOM		
Postal Code:	CM13 3BE		
Entity Type:	Private Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6119600	IOVOX	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
	<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:	9498527792		
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	39326/7		
NAME OF SUBMITTER:	Juliana Gaines		
SIGNATURE:	/Juliana Gaines/		
DATE SIGNED:	05/11/2022		
Total Attachments: 19			
source=Shawbrook - lovox - IPSA (10 May 2022)#page1.tif			
source=Shawbrook - lovox - IPSA (10 May 2022)#page2.tif			
source=Shawbrook - lovox - IPSA (10 May 2022)#page3.tif			

CH \$40.00 6119600

source=Shawbrook - lovox - IPSA (10 May 2022)#page4.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page5.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page6.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page7.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page8.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page9.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page10.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page11.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page12.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page13.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page14.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page15.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page16.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page17.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page18.tif
source=Shawbrook - lovox - IPSA (10 May 2022)#page19.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 10, 2022 (the "Effective Date"), by and between Shawbrook Bank Limited, a company registered in England and Wales, with registration number 00388466, with its address at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE ("Shawbrook") and Iovox Limited, a company incorporated in England and Wales with registered number 06057954 and having its registered office at 4-6 Canfield Place, London, NW6 3BT ("Grantor"), with reference to the following facts:

A. Shawbrook and Grantor are parties to (i) that certain Facility Agreement of even date with this Agreement (incorporating the Facility Letter and Standard Terms and Conditions, both as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") and (ii) that certain Security Agreement of even date with this Agreement (as amended from time to time, the "Security Agreement"). (Capitalized terms not otherwise defined herein have the meaning assigned in the Loan Agreement and the Security Agreement, as the case may be.)

B. Pursuant to the Loan Agreement and the other Finance Documents, Grantor has granted to Shawbrook a security interest over, amongst other things, all of the assets of the Grantor ("Assets"). The Assets include, without limitation, all of the Grantor's Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of the Secured Obligations, Grantor hereby grants to Shawbrook a security interest in all of Grantor's right, title and interest in and to Grantor's Intellectual Property, including without limitation (i) the trademarks and service marks listed or required to be listed from time to time on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed or required to be listed from time to time on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed or required to be listed from time to time on Schedule C hereto, and all extensions and renewals thereof, (iv) all domain names and domain name rights used in connection with its business and that of each other Obligor, all legal and equitable rights in domain names and ownership thereof, domain registry, domain servers, web hosting and related contracts, services and facilities (collectively, "Domain Rights") listed or required to be listed from time to time on Schedule D hereto, and all extensions and renewals thereof, (iv) all rights to recover for past or future infringement of any of the foregoing, (v) all right,

title and interest in and to any and all present and future license agreements with respect to any of the foregoing, except as prohibited pursuant to customary restrictions in licenses, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing (collectively, the “Intellectual Property Collateral”).

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” trademark (to the extent relevant to the Grantor under any applicable law) 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 a like governmental body outside of the United States or otherwise, but only to the extent and solely during such period that granting a security interest in the “intent-to-use” trademarks would be contrary to any applicable law or may interfere with Grantor’s rights to obtain and maintain such trademarks. After such period, Grantor acknowledges that such interest in such trademark application or trademark shall be subject to a security interest in favor of Shawbrook and shall be included in the Intellectual Property Collateral.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor registered with the United States Patent and Trademark Office or the United States Copyright Office, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor registered with the United States Patent and Trademark Office or the United States Copyright Office, (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, and (iv) listed on Schedule D are all Domain Rights in which Grantor has any legal, contractual or equitable right. Grantor shall: (a) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of its Intellectual Property, other than Intellectual Property of immaterial business and monetary value that Grantor’s executive management has made a determination not to maintain; (b) promptly advise Shawbrook in writing of material infringements of its material Intellectual Property; and (c) not allow any Intellectual Property material to Grantor’s business to be abandoned, forfeited or dedicated to the public without Shawbrook’s written consent. If, before the Obligations have been paid and/or performed in full, Grantor shall (i) adopt, use, acquire or apply for registration of any trademark, service mark or trade name, (ii) apply for registration of any patent or obtain any patent or patent application, (iii) create or acquire any published or material unpublished works of authorship material to the business that is or is to be registered with the U.S. Copyright Office or any governmental body outside of the United States, or (iv) register or acquire any domain name or domain name rights, then the provisions of Section 1 shall automatically apply thereto, and Grantor shall provide Shawbrook written notice thereof concurrently with delivery of Grantor’s next due monthly compliance certificate. Grantor shall further provide Shawbrook with all

information and details relating to the foregoing and shall take such further actions as Shawbrook may reasonably request from time to time to perfect or continue the perfection of Shawbrook's interest in such Intellectual Property. Without limiting the foregoing, upon request of Shawbrook at any time while this Agreement is outstanding or any Secured Obligations unpaid or unperformed, Grantor shall cause each other Obligor the extent within its direct or indirect Control to (x) abide by the affirmative and negative covenants relating to Intellectual Property Collateral set forth in this Agreement on an "as if applicable" to such Obligor basis, (y) enter into such joinders, accessions and other agreements and take such other actions as are legally sufficient under applicable law in respect of each Obligor to provide security in respect of its Intellectual Property as if a Grantor hereunder, and (z) not create, incur, allow, or permit to exist any security interest on any of its Intellectual Property, or enter into any agreement, document, instrument or other arrangement (except with or in favor of Shawbrook) with any person which directly or indirectly prohibits or has the effect of prohibiting such Obligor from assigning, mortgaging, pledging, granting a Security upon it Intellectual Property.

3. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Shawbrook's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Finance Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in writing signed by the parties hereto; provided, however, and notwithstanding the foregoing, Shawbrook may amend the Schedules hereto from time to time when it becomes aware of new Intellectual Property of Grantor subject to this Agreement. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Shawbrook and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of New York, provided however and notwithstanding the foregoing, where required by applicable law in the Grantor's jurisdiction of domicile to be governed by such applicable law, such applicable law shall govern.

4. Grantor agrees that simultaneously with the execution of this Agreement, Grantor shall execute and deliver to Shawbrook the Collateral Agreements and Notices appended hereto with respect to Grantor's Trademarks, Patents, Copyrights and Domain Rights existing as of the Effective Date, the Schedules to which disclose true, accurate, complete and correct details of Grantor's Trademarks registered with the United States Patent and Trademark Office, Patents registered with the United States Patent and Trademark Office, Copyrights registered with the United States Copyright Office and Domain Rights as of the Effective Date and, thereafter, upon

any amendment of Schedule A, Schedule B, Schedule C or Schedule D, Grantor shall execute notices in the forms appended hereto (each, a “Notice”), with respect to all of the pledged Intellectual Property, now owned or hereafter acquired, and shall deliver each Notice to Shawbrook for the purpose of recordation at the U.S. Patent and Trademark Office, the U.S. Copyright Office or for registration before any non-United States governmental body. Whether or not Grantor executes such a Notice reflecting new Intellectual Property, Grantor hereby irrevocably appoints Shawbrook as its lawful attorney-in-fact without any further authorization to file such notices, liens or other instruments as may be customary from time to time for Shawbrook to perfect security interests in Grantor’s Intellectual Property. With respect to the power of attorney granted in the attached Domain Rights Collateral Agreement and Notice, so long as no default has occurred and is continuing under the Finance Documents, Shawbrook shall not take any action referenced therein in the name of Grantor other than to maintain the ongoing accuracy and completeness of the information required to be detailed therein.


5. Termination. This Agreement shall automatically terminate upon termination of the Loan Agreement pursuant to the terms of the Loan Agreement, together with payment in full in cash of all Secured Obligations (other than inchoate indemnity obligations).

6. Severability. Should any provision of this Agreement be held by any governmental body of competent jurisdiction to be void or unenforceable (generally or with respect to the Grantor), such defect shall not affect the remainder of this Agreement (generally or with respect to the Grantor), which shall continue in full force and effect.

[Signature Page Follows]

This Intellectual Property Security Agreement is executed and delivered as of the Effective Date by:

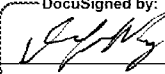
Grantor:
EXECUTED AS A DEED BY
IOVOX LIMITED acting by two directors

DocuSigned by:

E52EB912DCE7461...

DIRECTOR

DIRECTOR

Shawbrook:
SHAWBROOK BANK LIMITED

DocuSigned by:

8314C1839C97457...
By: _____
Name: Jennifer Murray

Title: Head of Financial Sponsors

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice ("Trademark Agreement") is executed as of May 10, 2022 by IOVOX Limited, a company incorporated in England and Wales with registered number 06057954 and having its registered office at 4-6 Canfield Place, London, NW6 3BT ("Assignor") and Shawbrook Bank Limited, a company registered in England and Wales, with registration number 00388466, with its address at Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE ("Assignee") pursuant to a Loan Agreement (the "Loan Agreement"), certain other Finance Documents and an Intellectual Property Security Agreement ("IPSA") of even date herewith by and between Assignor and Assignee. Capitalized terms not defined herein have their meanings as set forth in the Loan Agreement and IPSA, as the case may be.

WHEREAS, Assignor is the owner of certain trademarks, including all applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

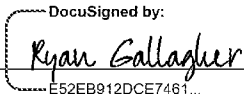
WHEREAS, Assignee has agreed to extend certain credit to the Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Secured Obligations (as defined in the IPSA) a security interest and Security in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Finance Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and Security in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the Finance Documents providing therefor.

Executed as of the date first above written.

Assignor:

IOVOX LIMITED

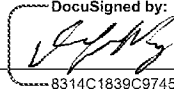
By: 

Name: Ryan Gallagher

Its: CEO

Assignee:

SHAWBROOK BANK LIMITED

By: 

Name: Jennifer Murray

Title: Head of Financial Sponsors

PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice ("Patent Agreement") is executed as of May 10, 2022 by IOVOX Limited, a company incorporated in England and Wales with registered number 06057954 and having its registered office at 4-6 Canfield Place, London, NW6 3BT ("Assignor") and Shawbrook Bank Limited, a company registered in England and Wales, with registration number 00388466, with its address at Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE ("Assignee") pursuant to a Loan Agreement (the "Loan Agreement"), certain other Finance Documents and an Intellectual Property Security Agreement ("IPSA") of even date herewith by and between Assignor and Assignee. Capitalized terms not defined herein have their meanings as set forth in the Loan Agreement and IPSA, as the case may be.

WHEREAS, Assignor is the owner of certain United States and or other governmental body patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Secured Obligations (as defined in the IPSA) a security interest and Security in favor of Assignee in and to all patents, patent applications and other patent rights (as described in the Finance Documents) Assignor owns from time to time and all proceeds thereof and all other related claims and rights (as more fully described in the Finance Documents), including the Patents set forth on Exhibit I as of the date of this Patent Agreement;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of the Finance Documents providing therefor.

[Signature page follows]

Executed as of the date first above written.

Assignor:

IOVOX LIMITED

By: DocuSigned by:
Ryan Gallagher
E52EB912DCE7461...

Name: Ryan Gallagher

Title: CEO

Assignee:

SHAWBROOK BANK LIMITED

By: DocuSigned by:
Jennifer Murray
8314C1839C97457...

Name: Jennifer Murray

Title: Head of Financial Sponsors

COPYRIGHT COLLATERAL AGREEMENT AND NOTICE

This Copyright Collateral Agreement and Notice (“Copyright Agreement”) is executed as of May 10, 2022 by IOVOX Limited, a company incorporated in England and Wales with registered number 06057954 and having its registered office at 4-6 Canfield Place, London, NW6 3BT (“Assignor”) and Shawbrook Bank Limited, a company registered in England and Wales, with registration number 00388466, with its address at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE (“Assignee”) pursuant to a Loan Agreement (the “Loan Agreement”), certain other Finance Documents and an Intellectual Property Security Agreement (“IPSA”) of even date herewith by and between Assignor and Assignee. Capitalized terms not defined herein have their meanings as set forth in the Loan Agreement and IPSA, as the case may be.

WHEREAS, Assignor is the owner of certain copyrights, including all applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the “Copyrights”); and

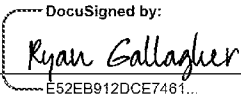
WHEREAS, Assignee has agreed to extend certain credit to the Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Secured Obligations (as defined in the IPSA) a security interest and Security in favor of Assignee in and to the Copyrights and all proceeds thereof and all other related claims and rights as more fully described in the Finance Documents;

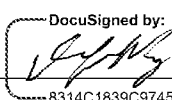
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and Security in and to the Copyrights and all proceeds thereof and gives notice of such security interest and the existence of the Finance Documents providing therefor.

Executed as of the date first above written.

Assignor:
IOVOX LIMITED

Assignee:
SHAWBROOK BANK LIMITED

By: 
DocuSigned by:
E52EB912DCE7461...
Name: Ryan Gallagher
Title: CEO

By: 
DocuSigned by:
8314C1839C97457...
Name: Jennifer Murray
Title: Head of Financial Sponsors

DOMAIN RIGHTS COLLATERAL AGREEMENT AND NOTICE

This Domain Rights Collateral Agreement and Notice (“Domain Agreement”) is executed as of May 10, 2022 by IOVOX Limited, a company incorporated in England and Wales with registered number 06057954 and having its registered office at 4-6 Canfield Place, London, NW6 3BT (“Assignor”) and Shawbrook Bank Limited, a company registered in England and Wales, with registration number 00388466, with its address at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE (“Assignee”) pursuant to a Loan Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee (the “IPSA”) and pursuant to certain other loan documents referenced therein (collectively, the “Finance Documents”).

WHEREAS, Assignor is the owner of certain domain rights which are, as of the date hereof, as listed on Exhibit 1 hereto (the “Domain Rights”); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Secured Obligations (as defined in the IPSA) a security interest and lien in favor of Assignee in and to the Domain Rights and all proceeds thereof and all other related claims and rights as more fully described in the Finance Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations: (1) Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Domain Rights and all proceeds thereof and gives notice of such security interest and the existence of the Finance Documents providing therefor; and (2) Assignor hereby irrevocably appoints Assignee as its lawful attorney-in-fact without any further authorization to take any action and file any notice on behalf of Assignor that Assignor itself could file in respect of its Domain Rights, including without limitation, upon an Event of Default under the Finance Documents, to transfer Domain Rights, change administrative contacts in respect of Domain Rights, maintain Domain Rights, and provide instructions to domain hosting services and any domain name registrars.

[Signature page follows]

Executed as of the date first above written.

Assignor:

IOVOX LIMITED

By: DocuSigned by:
Ryan Gallagher
E52EB912DCE7461...

Name: Ryan Gallagher

Title: CEO

Assignee:

SHAWBROOK BANK LIMITED

By: DocuSigned by:
Jennifer Murray
8314C1839C97457...

Name: Jennifer Murray

Title: Head of Financial Sponsors