

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739660

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONTENTLY, INC.		06/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	230 Park Avenue		
<b>Internal Address:</b>	Suite 634		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10169		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4778087	INSIGHT ENGINE	
<b>Registration Number:</b>	4542621	DOCALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	202-776-2269		
<b>Email:</b>	pkarmire@cooley.com		
<b>Correspondent Name:</b>	Perky L. Karmire		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	036703.1859		
<b>NAME OF SUBMITTER:</b>	Perky L. Karmire		
<b>SIGNATURE:</b>	/s/ Perky L. Karmire		
<b>DATE SIGNED:</b>	07/07/2022		
<b>Total Attachments: 6</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of June 29, 2022 by and between **COMERICA BANK** ("**Bank**") and **CONTENTLY, INC.** ("**Grantor**") and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of December 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original IPSA"). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

**RECITALS**

**A.** Bank and Grantor are parties to that certain Loan and Security Agreement dated as of May 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Loan Agreement"). Bank and Grantor propose to enter into an Amended and Restated Loan and Security Agreement of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**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 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 Grantor and 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

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. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Document shall control.

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

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.

Grantor authorizes Bank to record and register this Agreement, including with the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government official or entity. If requested by Grantor in writing, in connection with any termination or release of the security interests granted in the Intellectual Property Collateral under the Loan Agreement, Bank shall execute and deliver to Grantor, at Grantor's expense, documents to evidence and/or effectuate the termination or release of the security interests granted herein.

The parties agree that this Agreement and any of the Loan Documents may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement or any Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement or such Loan Document, and that any electronically signed document (including this Agreement or any Loan Document) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. If Bank determines in its sole discretion that the Agreement or any Loan Document has not been timely executed by Borrower, then the Agreement or such Loan Document shall be considered null and void. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor, in connection therewith. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request, Grantor shall deliver such original manually executed signatures to Bank).

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement and the Amended and Restated Loan and Security Agreement.

**GRANTOR:**

Address of Grantor:

**CONTENTLY, INC.**

44 Wall Street  
New York, NY 10005  
Attn: Gyongyi Collings

DocuSigned by:  
By: Gyongyi Collings  
5F97041AC4E5449...

Name: Gyongyi Collings  
Title: Chief Executive Officer

**BANK:**

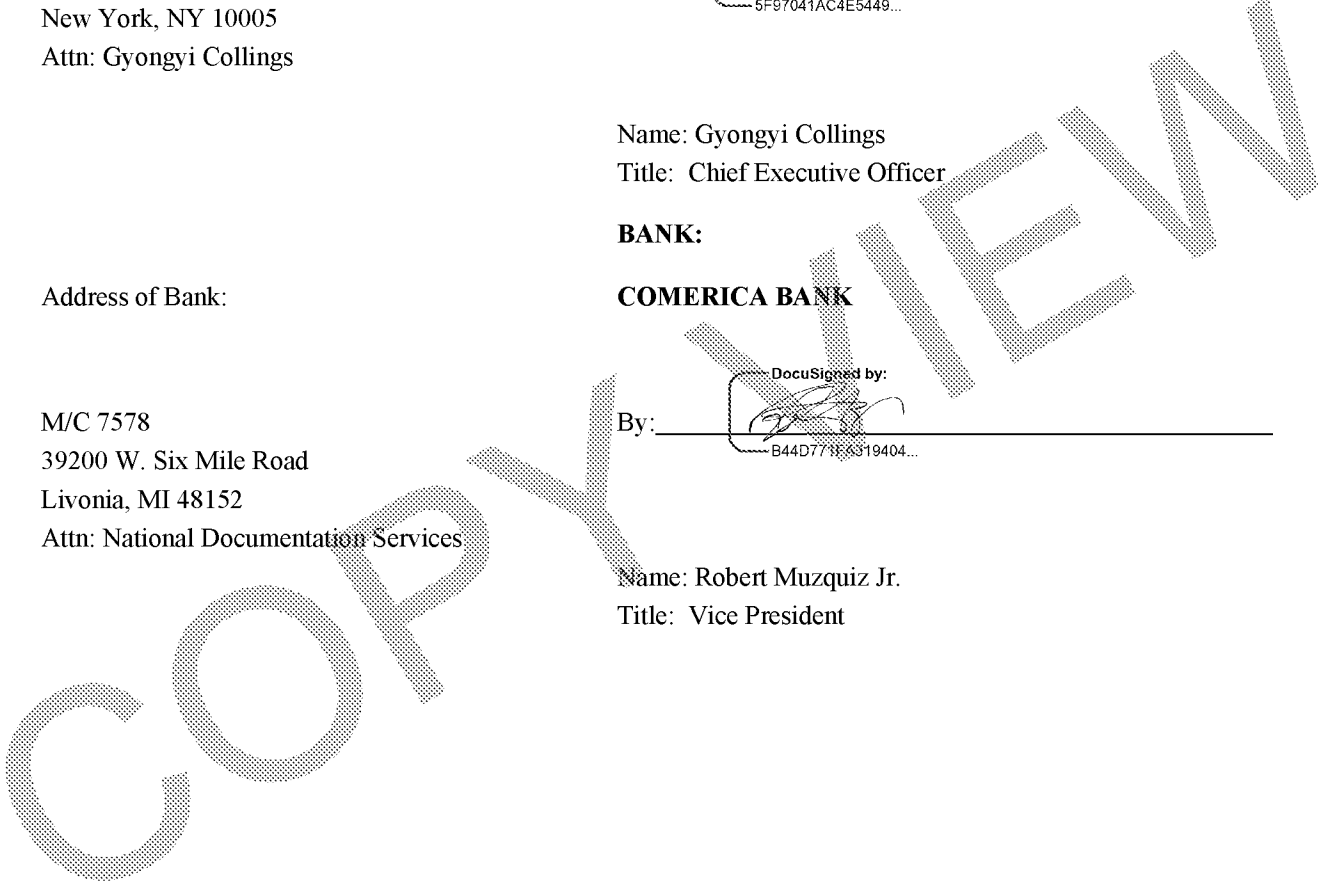
**COMERICA BANK**

Address of Bank:

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

DocuSigned by:  
By: [Signature]  
B44D771E6319404...

Name: Robert Muzquiz Jr.  
Title: Vice President



[Signature Page to Amended and Restated Intellectual Property Security Agreement]

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Storytelling Edge by Joe Lazauskas	TX0008565268	02/14/2018

COPY VIEW

**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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COPY VIEW

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
INSIGHT ENGINE	4,778,087	07/21/2015
DOCALYTICS	4,542,621	06/03/2014

COPY VIEW