

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNAP! MOBILE ENGAGEMENT, INC.		03/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Rd.		
Internal Address:	Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5267623	FROM NOW ON	
Registration Number:	5209380	FANX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	12027762046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004		
ATTORNEY DOCKET NUMBER:	036703-1957		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	03/21/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 21, 2023 by and between COMERICA BANK, a Texas Banking Association (“Bank”) and SNAP! MOBILE ENGAGEMENT, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Snap! Mobile, Inc., a Delaware corporation (“Mobile”), Snap! Fintech Services, Inc., a Delaware corporation (“Fintech”), CNXT Digital, Inc., a Delaware corporation (“CNXT”; together with Mobile and Fintech, the “Existing Borrowers”, and with Grantor, the “Borrowers”) and Bank are parties to that certain Loan and Security Agreement dated as of December 3, 2018 (as the same may from time to time be amended, modified, supplemented or restated, the “Loan Agreement”). Existing Borrowers, Grantor and Bank desire to amend the Loan Agreement by that certain Tenth Amendment, Joinder and Consent to Loan and Security Agreement dated as of the date hereof to, among other things, add Grantor as Borrower under the Loan Agreement (the “Amendment”). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to enter into the Amendment, 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 but excluding intent-to-use trademarks), 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, and, as applicable, all re-issues, divisionals, 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 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. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

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

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 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. Each of the undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound by, the terms and conditions of this Agreement. If Bank determines in its sole discretion that the Amendment or this Agreement has not been timely executed by Borrowers, then the Amendment and this Agreement shall be considered null and void. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any loan party, including, but not limited to a Borrower, in connection therewith.

GRANTOR:

Address of Grantor:

SNAP! MOBILE ENGAGEMENT, INC.

c/o Snap! Mobile, Inc.
8300 7th Avenue S.
Seattle, WA 98108
Attn: Peter Wiederspan and Hosea Harvey

DocuSigned by:
Peter Wiederspan
By: _____
829DD70597034BA...

Name: Peter Wiederspan
Title: CFO and Secretary

BANK:

Address of Bank:

COMERICA BANK

National Documentation Services
39200 W. Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

DocuSigned by:
Bryan Kana
By: _____
02176744FBCC4EB...

Name: Bryan Kana
Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

COPY VIEW

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
None.		

COPY VIEW

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
FROM NOW ON	5267623	08/15/17
	87184773	09/27/16
FANX	5209380	05/23/17
	87217361	10/27/16

COPY VIEW