

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809475

<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>
Goldfish Social Inc.		05/09/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SaaS Capital Fund IV, LP		
<b>Street Address:</b>	1311 Vine Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97264278	COHLEY	
<b>Serial Number:</b>	97264287		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2165668202		
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	Thompson Hine LLP		
<b>Address Line 1:</b>	3900 Key Center, 127 Public Square		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	105448.00019		
<b>NAME OF SUBMITTER:</b>	Shelley McCuen		
<b>SIGNATURE:</b>	/Shelley McCuen/		
<b>DATE SIGNED:</b>	05/10/2023		
<b>Total Attachments: 6</b>			
source=SAAS CAPITAL IV - Goldfish Social - Patent Trademark and Copyright Security Agreement (Executed)#page1.tif			
source=SAAS CAPITAL IV - Goldfish Social - Patent Trademark and Copyright Security Agreement (Executed)#page2.tif			

OP \$65.00 97264278

source=SAAS CAPITAL IV - Goldfish Social - Patent Trademark and Copyright Security Agreement  
(Executed)#page3.tif

source=SAAS CAPITAL IV - Goldfish Social - Patent Trademark and Copyright Security Agreement  
(Executed)#page4.tif

source=SAAS CAPITAL IV - Goldfish Social - Patent Trademark and Copyright Security Agreement  
(Executed)#page5.tif

source=SAAS CAPITAL IV - Goldfish Social - Patent Trademark and Copyright Security Agreement  
(Executed)#page6.tif

EXECUTION VERSION

**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement (this “Agreement”) is entered into as of May 9, 2023, by and between SAAS CAPITAL FUND IV, LP, a Delaware limited partnership (“Grantee”) and GOLDFISH SOCIAL INC., a Delaware corporation (“Grantor”).

**RECITALS**

A. Grantee has agreed to make certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Grantor connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined herein are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to

and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A, B and C, respectively, 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, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 Grantee, of any or all other rights, powers or remedies.

This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations (other than contingent indemnification obligations for which no claim has been made) have been fully paid and satisfied and all agreements of Grantee to extend credit to or for the account of Grantor have expired or otherwise have been terminated. Upon such termination of this Agreement, Grantee shall, upon the request and at the expense of Grantor, forthwith release its security interest hereunder.

[Remainder of page intentionally left blank; signature page follows.]

4862-9129-8654.3

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GOLDFISH SOCIAL INC.

DocuSigned by:  
By: Thomas Logan  
Name: Thomas Logan  
Title: President & Chief Executive Officer

Address of Grantor:

Goldfish Social Inc.  
29 W 17th St. 10th Floor  
New York, NY 10011  
Attn: Thomas Logan

GRANTEE:

SAAS CAPITAL FUND IV, LP

By: SC GP IV, LLC  
Its: General Partner

DocuSigned by:  
By: Steven B. Jaffee  
Name: Steven B. Jaffee  
Title: Manager

Address of Grantee:

SaaS Capital Fund IV, LP  
1311 Vine Street  
Cincinnati, Ohio 45202  
Attn: Steven B. Jaffee

EXHIBIT A

Patents

None.

Exhibit A

**TRADEMARK**  
**REEL: 008068 FRAME: 0080**

EXHIBIT B

Trademarks


Mark	Serial#	Filing Date	Registration#	Registration Date	Status
<b>COHLEY</b>	97264278	February 11, 2022	7010369	March 28, 2023	Registered
	97264287	February 11, 2022	7010370	March 28, 2023	Registered

EXHIBIT C

Copyrights

None.

Exhibit C