

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERITONE, INC.		12/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87529437	AIWARE	
Serial Number:	86722811	COGNITIVE MEDIA PLATFORM	
Serial Number:	97361911	INFLUENCER BRIDGE	
Serial Number:	86478565	MICROMENTIONS	
Serial Number:	97361914	PREMIUM SPOT NETWORK	
Serial Number:	97489601	SPORTX	
Serial Number:	97706123	SYNCAST	
Serial Number:	97706127	SYNCASTER	
Serial Number:	87853161	TAKE CONTROL OF YOUR CONTENT	
Serial Number:	86204181	VERITONE	
Serial Number:	87185046	VERITONE	
Serial Number:	88376008	VERITONE	
Serial Number:	90830449	VERITONE	
Serial Number:	97302569	VERITONE MINTING	
Serial Number:	97302561	VERITONE NFT	
Serial Number:	87529404	VERITONE ONE	
Serial Number:	90830462	VERITONE ONE	
Serial Number:	97292015	VERIVERSE	
Serial Number:	87056145	WAZEE DIGITAL CORE	

CH \$515.00 87529437

Property Type	Number	Word Mark
Serial Number:	87409045	WAZEE DIGITAL MEDIA HUB

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: 3127646944

Email: TMaloney@KSLaw.com

Correspondent Name: Timothy Maloney

Address Line 1: 110 North Wacker Drive, Suite 3800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	C/M#: 29044.275017
NAME OF SUBMITTER:	Timothy Maloney
SIGNATURE:	/Timothy Maloney/
DATE SIGNED:	12/13/2023

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2023, (this “**Agreement**”) by **VERITONE, INC.**, a Delaware corporation (“**Grantor**”), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 13, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **VERITONE, INC.** (“**Borrower**”), certain Subsidiaries of Borrower, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of December 13, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein

would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERITONE, INC.

By: Michael Zemetra
Name: Michael Zemetra
Title: Chief Financial Officer

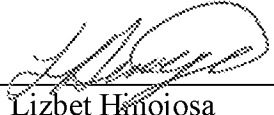
[Signature Page to Trademark Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Collateral Agent

By:



Name: Lizbet Hinojosa
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008287 FRAME: 0163

SCHEDULE I

Trademarks

TRADEMARK	COUNTRY	APPLICATION DATE	APPLICATION NO	REGISTRATION DATE	REGISTRATION NO
AIWARE	Australia	Apr-5-2019	1466952	Jan-20-2020	1466952
OWN YOUR CLONE	Australia	Jul-6-2022	2294209	Nov-7-2022	1678836
SPORTX	Australia	Jul-11-2022	2300443		
VERIADS	Australia	Sep-1-2022	2308910	Jan-10-2023	1691145
VERITONE	Australia	Apr-10-2019	1470211	Apr-29-2020	1470211
VERITONE IDERMS	Australia	Sep-8-2022	2312142	Jan-16-2023	1692967
VERITONE VERIVERSE	Australia	Sep-1-2022	2308893	Jan-10-2023	1691140
VERIVERSE	Australia	Sep-1-2022	2308883	Jan-10-2023	1691138
WAZEE DIGITAL	Australia	Jun-16-2015	1700554	Jun-16-2015	1700554
AIWARE	Canada	Apr-9-2019	1956383		

OWN YOUR CLONE	Canada	Jul-6-2022	2204795		
SPORTX	Canada	Jul-11-2022	2209812		
V Logo	Canada	Oct-14-2020	2266909		
VERIADS	Canada	Sep-1-2022	2216953		
VERITONE	Canada	Apr-9-2019	1956385		
VERITONE AVATAR	Canada	Sep-1-2022	1692959		
VERITONE IDERMS	Canada	Sep-8-2022	1692967		
VERITONE NFT	Canada	Sep-1-2022	1693943		
VERITONE PERSONIFY	Canada	Sep-1-2022	2216954		
VERITONE VERIFY	Canada	Sep-1-2022	1695315		
VERITONE VERIVERSE	Canada	Sep-1-2022	2216955		
VERITONE VOICE	Canada	Sep-1-2022	1692960		

VERIVERSE	Canada	Sep-1-2022	2216956		
W Logo (Black and White)	Canada	Mar-20-2017	1828311	Sep-7-2018	TMA1004389
WAZEE DIGITAL	Canada	Jun-16-2015	1733174	Jun-28-2016	TMA941973
VERIADS	China	Sep-1-2022	1691145	Apr-20-2024	1691145
VERITONE	China	Oct-31-2019	42000980	Mar-14-2021	42000980
VERITONE	China	Oct-31-2019	42000979	Jun-14-2021	42000979
VERITONE AIWARE	China	Jan-26-2021	53315467	Sep-14-2021	53315467
VERITONE AIWARE	China	Jan-26-2021	53311595	Sep-14-2021	53311595
VERITONE and V Logo	China	Nov-3-2022	68118019		
VERITONE and V Logo	China	Nov-3-2022	68128489		
VERITONE IDERMS	China	Sep-8-2022	1692967	May-3-2024	1692967
VERITONE SPORTX	China	Mar-28-2023	70528705		

VERITONE SPORTX	China	Mar-28-2023	70512746		
VERITONE SPORTX	China	Mar-28-2023	70509339		
VERITONE VERIVERSE	China	Sep-1-2022	1691140	Apr-20-2024	1691140
VERIVERSE	China	Sep-1-2022	1691138	Apr-20-2024	1691138
AIWARE	EUTM	Apr-5-2019	1466952	Oct-21-2022	1466952
OWN YOUR CLONE	EUTM	Jul-6-2022	1678836	Jan-3-2023	1678836
SPORTX	EUTM	Feb-8-2022	018650614	Jul-30-2022	018650614
V Logo	EUTM	Oct-28-2022	018785089	Nov-15-2022	018785089
VERITONE	EUTM	Apr-10-2019	1470211	Apr-24-2020	1470211
VERITONE	EUTM	Jan-11-2022	1649220	Jul-26-2022	1649220
VERITONE AVATAR	EUTM	Sep-1-2022	1692959	Mar-21-2023	1692959
VERITONE IDERMS	EUTM	Sep-8-2022	1692967	Mar-21-2023	1692967

VERITONE NFT	EUTM	Sep-1-2022	1693943	Mar-21-2023	1693943
VERITONE ONE	EUTM	Jan-11-2022	1646802	Jul-12-2022	1646802
VERITONE PERSONIFY	EUTM	Sep-1-2022	1691142	Mar-8-2023	1691142
VERITONE VERIFY	EUTM	Sep-1-2022	1695315	Mar-29-2023	1695315
VERITONE VERIVERSE	EUTM	Sep-1-2022	1691140	Mar-8-2023	1691140
VERITONE VOICE	EUTM	Sep-1-2022	1692960	Mar-21-2023	1692960
VERIVERSE	EUTM	Sep-1-2022	1691138	Mar-8-2023	1691138
W Logo (Color)	EUTM	Jan-7-2016	014979272	Jul-29-2016	014979272
WAZEE DIGITAL	EUTM	Jun-16-2015	014263644	Nov-13-2015	014263644
WAZEE DIGITAL CORE	EUTM	Nov-22-2016	1334145	Aug-11-2017	1334145
WAZEE DIGITAL MEDIA HUB	EUTM	Sep-8-2017	1377037	Apr-24-2018	1377037
DIGITAL MEDIA HUB	France	Sep-24-2018	4485434	Apr-12-2019	4485434

V Logo	India	Oct-4-2023	6134893		
V Logo	India	Oct-4-2023	6134892		
VERITONE	India	Oct-4-2023	6134889		
VERITONE	India	Oct-4-2023	6134891		
WAZEE DIGITAL	Japan	Jul-15-2015	2015-067178	Apr-28-2016	5846418
AIWARE	Mexico	Apr-5-2019	2208043	May-24-2021	1466952
OWN YOUR CLONE	Mexico	Jul-6-2022	2808563	Apr-20-2023	1678836
OWN YOUR CLONE	Mexico	Jul-6-2022	2808564	Apr-20-2023	1678836
SPORTX	Mexico	Jul-11-2022	2821038		
SPORTX	Mexico	Jul-11-2022	2821039		
SPORTX	Mexico	Jul-11-2022	2821040		
VERITONE	Mexico	Apr-10-2019	2217120	Oct-9-2019	1470211

VERITONE VERIVERSE	Mexico	Sep-1-2022	1691140		
VERITONE VERIVERSE	Mexico	Sep-1-2022	1691140		
VERIVERSE	Mexico	Sep-1-2022	1691138		
VERIVERSE	Mexico	Sep-1-2022	1691138		
AIWARE	South Africa	Apr-8-2019	2019/09986	May-13-2021	2019/09986
AIWARE	South Africa	Apr-8-2019	2019/09987	May-19-2021	2019/09987
VERITONE	South Africa	Apr-10-2019	2019/10392	Feb-9-2021	2019/10392
VERITONE	South Africa	Apr-10-2019	2019/10393	Feb-9-2021	2019/10393
VERITONE	South Africa	Apr-10-2019	2019/10394	Feb-9-2021	2019/10394
AIWARE	United Kingdom	Apr-5-2019	1466952	Sep-6-2019	1466952
MOMENTIZE	United Kingdom	Jun-2-2017	UK00801358895	Jan-5-2018	UK00801358895
OWN YOUR CLONE	United Kingdom	Jul-6-2022	1678836	Nov-10-2022	1678836

SPORTX	United Kingdom	Jul-11-2022	1682394	Feb-10-2023	1682394
V Logo	United Kingdom	Oct-14-2020	UK00003844837	Mar-30-2021	UK00003844837
VERITONE	United Kingdom	Apr-10-2019	1470211	Sep-16-2020	1470211
VERITONE	United Kingdom	Apr-10-2019	UK00801470211	Apr-28-2020	UK00801470211
VERITONE	United Kingdom	Jan-11-2022	1649220	Jun-23-2022	1649220
VERITONE AVATAR	United Kingdom	Sep-1-2022	1692959	Feb-24-2023	1692959
VERITONE IDERMS	United Kingdom	Sep-8-2022	1692967	Mar-21-2023	1692967
VERITONE NFT	United Kingdom	Sep-1-2022	1693943	Feb-24-2023	1693943
VERITONE ONE	United Kingdom	Jan-11-2022	1646802	May-19-2022	1646802
VERITONE PERSONIFY	United Kingdom	Sep-1-2022	1691142	Mar-14-2023	1691142
VERITONE VERIFY	United Kingdom	Sep-1-2022	1695315	Jan-26-2023	1695315
VERITONE VERIVERSE	United Kingdom	Sep-1-2022	1691140	Jan-12-2023	1691140

VERITONE VOICE	United Kingdom	Sep-1-2022	1692960	Feb-24-2023	1692960
VERIVERSE	United Kingdom	Sep-1-2022	1691138	Jan-12-2023	1691138
W Logo (Color)	United Kingdom	Jan-7-2016	UK00914979272	Jul-29-2016	UK00914979272
WAZEE DIGITAL	United Kingdom	Jun-16-2015	UK00914263644	Nov-13-2015	UK00914263644
WAZEE DIGITAL CORE	United Kingdom	Nov-22-2016	UK00801334145	Aug-11-2017	UK00801334145
WAZEE DIGITAL MEDIA HUB	United Kingdom	Sep-8-2017	UK00801377037	Apr-25-2018	UK00801377037
AIWARE	United States of America	Jul-14-2017	87529437	Mar-15-2022	6672316
COGNITIVE MEDIA PLATFORM	United States of America	Aug-12-2015	86722811	Nov-21-2017	5341185
INFLUENCER BRIDGE	United States of America	Apr-13-2022	97361911		
MICROMENTIONS	United States of America	Dec-12-2014	86478565	Aug-4-2015	4785570
PREMIUM SPOT NETWORK	United States of America	Apr-13-2022	97361914		
SPORTX	United States of America	Jul-5-2022	97489601		

SYNCAST	United States of America	Dec-6-2022	97706123		
SYNCASTER	United States of America	Dec-6-2022	97706127		
TAKE CONTROL OF YOUR CONTENT	United States of America	Mar-28-2018	87853161	Nov-6-2018	5600931
VERITONE	United States of America	Feb-25-2014	86204181	Jan-5-2016	4882171
VERITONE	United States of America	Sep-27-2016	87185046	May-22-2018	5472569
VERITONE	United States of America	Apr-8-2019	88376008	Aug-30-2022	6834275
VERITONE	United States of America	Jul-15-2021	90830449		
VERITONE MINTING	United States of America	Mar-9-2022	97302569		
VERITONE NFT	United States of America	Mar-9-2022	97302561		
VERITONE ONE	United States of America	Jul-14-2017	87529404	Mar-12-2019	5694396
VERITONE ONE	United States of America	Jul-15-2021	90830462	Aug-9-2022	6812447
VERIVERSE	United States of America	Mar-2-2022	97292015		

WAZEE DIGITAL CORE	United States of America	Jun-1-2016	87056145	Jun-27-2017	5233783
WAZEE DIGITAL MEDIA HUB	United States of America	Apr-12-2017	87409045	Nov-14-2017	5334617
AIWARE	WIPO	Apr-5-2019	1466952	Apr-5-2019	1466952
OWN YOUR CLONE	WIPO	Jul-6-2022	1678836	Jul-6-2022	1678836
SPORTX	WIPO	Jul-11-2022	1682394	Jul-11-2022	1682394
TAKE CONTROL OF YOUR CONTENT	WIPO	Oct-1-2018	1435916	Oct-1-2018	1435916
VERIADS	WIPO	Sep-1-2022	1691145	Sep-1-2022	1691145
VERITONE	WIPO	Apr-10-2019	1470211	Apr-10-2019	1470211
VERITONE	WIPO	Jan-11-2022	1649220	Jan-11-2022	1649220
VERITONE AVATAR	WIPO	Sep-1-2022	1692959	Sep-1-2022	1692959
VERITONE IDERMS	WIPO	Sep-8-2022	1692967	Sep-8-2022	1692967
VERITONE NFT	WIPO	Sep-1-2022	1693943	Sep-1-2022	1693943

VERITONE ONE	WIPO	Jan-11-2022	1646802	Jan-11-2022	1646802
VERITONE PERSONIFY	WIPO	Sep-1-2022	1691142	Sep-1-2022	1691142
VERITONE VERIFY	WIPO	Sep-1-2022	1695315	Sep-1-2022	1695315
VERITONE VERIVERSE	WIPO	Sep-1-2022	1691140	Sep-1-2022	1691140
VERITONE VOICE	WIPO	Sep-1-2022	1692960	Sep-1-2022	1692960
VERIVERSE	WIPO	Sep-1-2022	1691138	Sep-1-2022	1691138
WAZEE DIGITAL CORE	WIPO	Nov-22-2016	1334145	Nov-22-2016	1334145
WAZEE DIGITAL MEDIA HUB	WIPO	Sep-8-2017	1377037	Sep-8-2017	1377037