

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artlist Ltd		01/31/2024	Limited Corporation: ISRAEL
RECEIVING PARTY DATA			
Company Name:	HSBC Bank plc		
Street Address:	European Corporate Banking Centre		
Internal Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6549966	MOTION ARRAY	
Registration Number:	6777480	ARTLIST	
Registration Number:	4849781	FXHOME	
Registration Number:	4928881	HITFILM	
Registration Number:	5909645	IMERGE	
Registration Number:	5184253	PHOTOKEY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6196992928		
Email:	julia.brow@us.dlapiper.com		
Correspondent Name:	Julia Brow (DLA PIPER Brow)		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	Julia Brow		
DATE SIGNED:	02/07/2024		

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of January 31, 2024, by and between **HSBC BANK PLC** (“**Bank**”) and **ARTLIST LTD**, an Israeli corporation with its principal place of business located at 1 Afikim, Israel, 1518400 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain of its affiliates (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among (i) Bank, (ii) Grantor, and (iii) Artlist, Inc., a Delaware corporation (together with Grantor, “**Borrower**”), dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

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 Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights (except for licenses granted by the Borrower to its subscribers and customers in the ordinary course of business if under the terms of such license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein (or in any property subject thereto) is prohibited as a matter of law or under the terms of such license agreement and such prohibition or restriction has not been waived or the consent of the other party to such license agreement has not been obtained (provided, that the foregoing exclusions shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9408-, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Bank’s security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, or license);

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Choice of Law, Venue, and Jury Trial. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

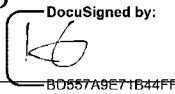
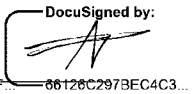
8. Termination. This Agreement shall terminate when all obligations have been indefeasibly satisfied in full in cash in accordance with the terms of the Loan Agreement and the Bank has no further obligations to make any credit extensions to Borrower in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, the security interest granted hereunder shall terminate automatically. Upon such termination, Bank shall, at the sole cost and expense of Borrower, provide the Grantor with all required approvals or executed documents and instruments required to remove the security interest in favor of the Bank granted under this Agreement.

[Signature page follows.]

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.

GRANTOR:

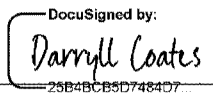
ARTLIST LTD

By: _____
DocuSigned by:  DocuSigned by: 
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Title: _____ CO-CEO Co ceo

BANK:

HSBC BANK PLC

By: _____
DocuSigned by: 
25B4BCB5D7484D7...

Title: _____ Head of ECBC

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Artlist Music Collection #1.	PAu003901708	12/24/2017
Artlist Music Collection #10.	PA0002102897	12/28/2017
Artlist Music Collection #2.	PA0002111504	12/26/2017
Artlist Music Collection #3.	PA0002102638	12/26/2017
Artlist Music Collection #4.	PA0002111242	12/27/2017
Artlist Music Collection #5.	PA0002163793	12/27/2017
Artlist Music Collection #6.	PA0002163787	12/27/2017
Artlist Music Collection #7.	PA0002102645	12/27/2017
Artlist Music Collection #8.	PA0002102647	12/27/2017
Artlist Music Collection #9.	PA0002102650	12/28/2017

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARTLIST	6783968	07/12/2022
MOTION ARRAY	6549966	11/09/2021
ARTLIST	6777480	07/05/2022
ARTBEAT	79383559	06/8/2023
ARTGRID	5809670	07/23/2019
FXHOME	4849781	11/10/2015
HITFILM	4928881	03/29/2016
IMERGE	5909645	11/12/2019
PHOTOKEY	5184253	11/12/2019

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.