PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6140413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
WUNDERKIND CORPORATION	06/05/2020

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	387 PARK AVENUE SOUTH
Internal Address:	2ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8645212
Patent Number:	9141976
Patent Number:	10082945
Application Number:	14829409

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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1229342 PAT SEN
NAME OF SUBMITTER:	ALICIA VELLANTE
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	06/05/2020

Total Attachments: 8
source=NEW_YORK-_1881028-v3-IP_Security_Agreement_(Bounce_Exchange_-_Senior)_-_Wunderkind_Corporation_
source=NEW_YORK-_1881028-v3-IP_Security_Agreement_(Bounce_Exchange_-_Senior)_-_Wunderkind_Corporation_
source=NEW_YORK-_1881028-v3-IP_Security_Agreement_(Bounce_Exchange_-_Senior)_-_Wunderkind_Corporation_
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source=NEW_YORK-_1881028-v3-IP_Security_Agreement_(Bounce_Exchange_-_Senior)_-_Wunderkind_Corporation_

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 5, 2020 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 387 Park Avenue South, 2nd Floor, New York, New York 10016 ("Bank") and **WUNDERKIND CORPORATION** (f/k/a Bounce Exchange, Inc.), a Delaware corporation, with its principal place of business located at 79 Madison Avenue, Floor 12, New York, New York 10016 ("Grantor").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Third Amended and Restated Senior Loan and Security Agreement by and between Bank and Grantor 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 Grantor, 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 Grantor 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 Grantor's Obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure Grantor'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 <u>Exhibit A</u> 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 <u>Exhibit B</u> 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;

(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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

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 counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

PATENT
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6.   <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
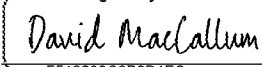
7.   <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

WUNDERKIND CORPORATION

By: _David MacCallum_

Title: Chief Business Officer

BANK:

SILICON VALLEY BANK

By: _Amy Pelletier_

Title: Vice President

<u>EXHIBIT A</u>

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bounce Exchange Client Application v1.0.0.	TXu001930578	2015-03-21
Bounce Exchange Client Application v2.0.0.	TXu001930579	2015-03-21
Bounce Exchange Client Application v3.0.0.	TXu001931107	2015-03-26

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	2013256425*	1/27/2017
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	2016277634*	3/7/2019
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	112014027182.8*	4/30/2013
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	2,854,219*	12/6/2016
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	235353*	3/1/2018
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	5985044*	9/6/2016
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	343985*	12/1/2016
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	3,011,805*	1/20/2017
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	201780019267.7*	1/20/2017
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	17741971.0*	8/20/2018
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	8,645,212	2/4/2014
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	9,141,976	9/22/2015
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	14/829,409	8/18/2015
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	10,082,945	9/25/2018

*Foreign applications/patents/published no.

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
BEHAVE	5332695	11/14/2017
BOUNCE EXCHANGE	4574646	7/29/2014
BOUNCE EXCHANGE & Design	5021064	8/16/2016
BOUNCEX	5021017	8/16/2016

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
None.		