

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6518919

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	WUNDERKIND CORPORATION	01/26/2021
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DRIVE, HF 150	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	8645212	
Patent Number:	9141976	
Patent Number:	10082945	
Application Number:	14829409	
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:	800-494-5225	
Email:	ipteam@coagencyglobal.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:	1320567 PAT WK SEN	
NAME OF SUBMITTER:	ALICIA VELLANTE	
SIGNATURE:	/Alicia Vellante/	
DATE SIGNED:	01/27/2021	
Total Attachments: 10		

source=First_Amendment_to_Intellectual_Property_Security_Agreement_(Senior)_(2nd_Mezz_LMA_and_1st_Senior_LM
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of January 26, 2021, by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank") and **WUNDERKIND CORPORATION**, a Delaware corporation, with its principal place of business located at 79 Madison Avenue, Floor 12, New York, New York 10016 ("Grantor").

Recitals

A. Grantor and Bank have previously entered into a certain Third Amended and Restated Senior Loan and Security Agreement dated as of June 5, 2020, between Borrower and Bank, as amended by a certain Joinder and First Loan Modification Agreement dated as of the date hereof.

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of June 5, 2020 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following, appearing as Recital A thereof:

" 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."

and inserting in lieu thereof the following:

" Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **SMARTERHQ, INC.**, a Delaware corporation, and **SMARTERHQ INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Third Amended and Restated Senior Loan and Security Agreement by and among Bank and Borrower dated as June 5, 2020, as amended and affected by that certain Joinder and First Loan Modification Agreement dated as of January 26, 2021 (as the same has been and as may be further 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."

2. The IP Security Agreement shall be amended by deleting the following text, appearing in the Recitals thereof:

“ 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:”

and inserting in lieu thereof the following:

“ 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:”

3. The IP Security Agreement shall be amended by deleting the following text, appearing in Section I thereof:

“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:”

and inserting in lieu thereof the following:

“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:”

4. Exhibit A, Exhibit B, and Exhibit C to the IP Security Agreement are hereby deleted in their entirety and replaced with Exhibit A, Exhibit B, and Exhibit C attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement, as amended by this Amendment, contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

WUNDERKIND CORPORATION

DocuSigned by:
By: Ryan Urban
F01BE4C8E36648A...

Name: Ryan Urban

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Amy Pelletier
55038EC33D4A432...

Name: Amy Pelletier

Title: Vice President

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
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
W (Stylized)	90146301	08/28/2020
WUNDERKIND	90075516	07/27/2020
WUNDERKIND (Stylized)	90146306	08/28/2020

Foreign Trademarks

Mark	Country	Application/Registration No.	History and Status
WUNDERKIND	Argentina	Application No. 3919086	Filed Jul-29-2020
WUNDERKIND	Argentina	Application No. 3919087	Filed Jul-29-2020
WUNDERKIND	Argentina	Application No. 3919088	Filed Jul-29-2020
WUNDERKIND	Australia	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Brazil	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
W (Stylized)	Canada	Application No. A0099836	Filed Sep-02-2020
	(via Madrid Protocol)		
			
WUNDERKIND	Canada	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND (Stylized)	Canada	Application No. A0099835	Filed Sep-02-2020
	(via Madrid Protocol)		
Wunderkind			
WUNDERKIND	China	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		

Mark	Country	Application/Registration No.	History and Status
W (Stylized)	European Union	Application No. A0099836	Filed Sep-02-2020
	(via Madrid Protocol)		
WUNDERKIND	European Union	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND (Stylized)	European Union	Application No. A0099835	Filed Sep-02-2020
	(via Madrid Protocol)		
Wunderkind			
WUNDERKIND	Hong Kong	Application No. 305343930	Filed Jul-28-2020
WUNDERKIND	India	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Indonesia	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Israel	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
W (Stylized)	Jamaica	Application No. 079978	Filed Mar-02-2020
			
WUNDERKIND	Jamaica	Application No. 079696	Filed Jan-30-2020
WUNDERKIND (Stylized)	Jamaica	Application No. 079979	Filed Mar-02-2020
Wunderkind			
WUNDERKIND	Japan	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
<u>W (Stylized)</u>	Madrid Protocol	Application No. A0099836	Filed Sep-02-2020
	Designated Jurisdictions Canada, European Union, United Kingdom		

Mark	Country	Application/Registration No.	History and Status
WUNDERKIND	Madrid Protocol	Application No. A0098793	Filed Jul-30-2020
	Designated Jurisdictions Australia, Brazil, Canada, China, European Union, India, Indonesia, Israel, Japan, Mexico, New Zealand, Norway, Russia, Singapore, South Korea, Switzerland, Turkey, United Kingdom		
<u>WUNDERKIND</u> (Stylized)	Madrid Protocol	Application No. A0099835	Filed Sep-02-2020
Wunderkind	Designated Jurisdictions Canada, European Union, United Kingdom		
WUNDERKIND	Mexico	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Mexico	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Mexico	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	New Zealand	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Norway	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Russia	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Singapore	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	South Africa	Application No. 202018465	Filed Jul-28-2020
WUNDERKIND	South Africa	Application No. 202018466	Filed Jul-28-2020
WUNDERKIND	South Africa	Application No. 202018467	Filed Jul-28-2020
WUNDERKIND	South Korea	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND	Switzerland	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		

Mark	Country	Application/Registration No.	History and Status
WUNDERKIND	Taiwan	Application No. 109051768	Filed Jul-29-2020
WUNDERKIND	Turkey	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
<u>W (Stylized)</u>	United Kingdom	Application No. A0099836	Filed Sep-02-2020
	(via Madrid Protocol)		
WUNDERKIND	United Kingdom	Application No. A0098793	Filed Jul-30-2020
	(via Madrid Protocol)		
WUNDERKIND (Stylized)	United Kingdom	Application No. A0099835	Filed Sep-02-2020
	(via Madrid Protocol)		
Wunderkind			

EXHIBIT D

Mask Works

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

ny-2020838