

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6558649

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

CONVEYING PARTY DATA

Name	Execution Date
THEATRO LABS, INC.	02/18/2021

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	14555 DALLAS PARKWAY, SUITE 100-202
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75254

PROPERTY NUMBERS Total: 37

Property Type	Number
Patent Number:	8948730
Patent Number:	9271118
Patent Number:	9414195
Patent Number:	9445232
Patent Number:	9971983
Patent Number:	9971984
Patent Number:	9691047
Patent Number:	10586199
Patent Number:	10204524
Patent Number:	10536371
Patent Number:	9407543
Patent Number:	10257085
Patent Number:	9602625
Patent Number:	10574784
Patent Number:	9053449
Patent Number:	9514656
Patent Number:	9501951
Patent Number:	9686732
Patent Number:	9542695
Patent Number:	9928529

PATENT

Property Type	Number
Patent Number:	10304094
Patent Number:	10699313
Patent Number:	10375133
Patent Number:	10785274
Patent Number:	10069781
Patent Number:	10313289
Patent Number:	10134001
Patent Number:	10558938
Application Number:	16812076
Application Number:	16738841
Application Number:	16799073
Application Number:	16896037
Application Number:	17026535
Application Number:	16786021
Application Number:	15377719
Application Number:	16254354
PCT Number:	US2012025984

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:	1330140 PAT
NAME OF SUBMITTER:	ALICIA VELLANTE
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	02/18/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 18, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 14555 Dallas Parkway, Suite 100-202, Dallas, Texas 75254 ("Bank") and **THEATRO LABS, INC.**, a Delaware corporation, with its principal place of business located at 307 Hilltop Avenue, Richardson, Texas 75081 ("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 Loan and Security Agreement by and between Bank and Grantor dated as of February 18, 2021 (as the same may be amended, amended and restated, 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. Grant of Security Interest. 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 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 foregoing, 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.

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, upon three (3) Business Days' prior written notice to Borrower, 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.

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. Governing Law. 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 shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Termination. This Agreement shall terminate and be of no further force or effect immediately upon Bank's release of its Liens in the Collateral pursuant to the terms of Section 4.1 of the Loan 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:

THEATRO LABS, INC.

DocuSigned by:
By: Chris Todd
E2001842FF6C43C...

Title: President and Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Samantha Colletti
8523A52AFB3948D...

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B**Patents****US Patents**

Description	File Number	Registration/ Filing Date	Registration/ Application #	Status
Observation Platform for Using Structured Communications	PING-003	2/3/2015	8,948,730	Issued
Observation Platform for Using Structured Communications	PING-003.CON1	2/23/2016	9,271,118	Issued
Observation Platform for Using Structured Communications	PING-003.CON2	8/9/2016	9,414,195	Issued
Observation Platform for Using Structured Communications	PING-003.CON3	9/13/2016	9,445,232	Issued
Observation Platform for Using Structured Communications	PING-003.CON4	5/15/2018	9,971,983	Issued
Observation Platform for Using Structured Communications	PING-003.CON5	5/15/2018	9,971,984	Issued
Observation Platform for Using Structured Communications	PING-003.CON6	6/27/2017	9,691,047	Issued
Observation Platform for Using Structured Communications	PING-003.CON7	3/10/2020	10,586,199	Issued
Observation Platform for Using Structured Communications	PING-003.CON8	3/6/2020	16/812,076	Pending
Observation Platform for Training, Monitoring, and Mining Structured Communications	PING-005	2/12/2019	10,204,524	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-005.DIV1	1/14/2020	10,536,371	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-006	8/2/2016	9,407,543	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-006.CON1	4/9/2019	10,257,085	Issued
Observation Platform for Using Structured Communications with Cloud Computing	PING-006.CON3	1/9/2020	16/738841	Pending
Mediating a Communication in an Observation Platform	PING-007	3/21/2017	9,602,625	Issued
Structured Communications in an Observation Platform	PING-007.CON1	2/25/2020	10,574,784	Issued
Mediating a Communication in an Observation Platform	PING-007.CON2	2/24/2020	16/799,073	Pending

Description	File Number	Registration/ Filing Date	Registration/ Application #	Status
Using Structured Communications to Quantify Social Skills	PING-008	6/9/2015	9,053,449	Issued
Using Structured Communications to Quantify Social Skills	PING-008.CON2	12/6/2016	9,514,656	Issued
Using Structured Communications to Quantify Social Skills	PING-008.CON2	11/22/2016	9,501,951	Issued
Observation Platform for Using Structured Communications with Distributed Traffic Flow	PING-009	6/20/2017	9,686,732	Issued
Observation Platform for Performing Structured Communications	PING-010	1/10/2017	9,542,695	Issued
Observation Platform for Performing Structured Communications	PING-010.CON1	3/27/2018	9,928,529	Issued
Observation Platform for Performing Structured Communications	PING-010.CON2	5/28/2019	10,304,094	Issued
Observation Platform for Performing Structured Communications	PING-010.CON3	6/30/2020	10,699,313	Issued
Observation Platform for Determining Proximity of Device Users	PING-010.CON4	6/8/2020	16/896,037	Pending
Content Distribution and Data Aggregation for Scalability of Observation Platforms	PING-011	8/6/2019	10,375,133	Issued
Analysis of Content Distribution using an Observation Platform	PING-011.CON1	9/22/2020	10,785,274	Issued
Analysis of Content Distribution using an Observation Platform	PING-011.CON2	9/21/2020	17/026,535	Pending
Observation Platform Using Structured Communications with External Devices and Systems	PING-012	9/4/2018	10,069,781	Issued
Observation Platform Using Structured Communications with External Devices and Systems	PING-012.CON1	6/4/2019	10,313,289	Issued
Observation Platform Using Structured Communications for Generating and Reporting Employee Performance Information	PING-013	11/20/2018	10,134,001	Issued
Observation Platform Using Structured Communications for Generating, Reporting and Creating a Shared Employee Performance Library	PING-013.CON1	2/11/2020	10,558,938	Issued

Description	File Number	Registration/ Filing Date	Registration/ Application #	Status
Observation Platform Using Structured Communications for Generating, Reporting and Creating a Shared Employee Performance Library	PING-013.CON2	2/10/2020	16/786,021	Pending
Statistical Analysis and Applications for Operating Large-scale Distributed Observation Platforms	TLI-014	12/12/2016	15/377,719	Pending
Observation Platform for Training, Monitoring, and Mining Structured Communications	PING-005.DIV1	1/22/2019	16/254,354	Pending

Non-US Patents

Description	File Number	Filing Date	Application #	Status
Observation Platform for Using Structured Communications	PING-003.CA	2/21/2012	2,827,549	Issued
Observation Platform for Using Structured Communications	PING-003.EP	2/21/2012	12748969.8	Registered 10/20/2019
Observation Platform for Using Structured Communications	PING-003.GB	2/21/2012	1314373.0	Issued
	PING-003.GB-DIV	12/15/2015	1522040.3	Pending
Observation Platform for Using Structured Communications	PING-003.KR	2/21/2012	10-2013-7021513	Issued
Mediating a Communication in an Observation Platform	PING-007.CA	3/17/2014	2,847,056	Pending
Observation Platform for Using Structured Communications	PING-003.WO	2/21/2012	PCT/US2012/0259 84	Complete

EXHIBIT C

Trademarks

Description	File Number	Filing Date	Status	Country
Theatro	88803243	2/19/2020	Pending	US
Theatro	2056022	10/7/2020	Pending	Canada

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.