

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8118385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CEREBRO CAPITAL, INC.	08/16/2023
RECEIVING PARTY DATA	
Name:	CUSTOMERS BANK
Street Address:	701 READING AVENUE
City:	WEST READING
State/Country:	PENNSYLVANIA
Postal Code:	19611
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16149259
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:	919-838-2048
Email:	anliles@smithlaw.com
Correspondent Name:	ALLISON LILES
Address Line 1:	150 FAYETTEVILLE STREET, SUITE 2300
Address Line 4:	RALEIGH, NORTH CAROLINA 27601
NAME OF SUBMITTER:	ALLISON LILES
SIGNATURE:	/s/ Allison Liles
DATE SIGNED:	08/17/2023
Total Attachments: 6	
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of August 16, 2023 by and between CUSTOMERS BANK (“Bank”) and CEREBRO CAPITAL, INC. (“Grantor”).

RECITALS

A. Bank (as successor in interest to Signature Bank) and Grantor are parties to that certain Loan and Security Agreement dated September 15, 2020, as amended by that certain First Amendment to Loan and Security Agreement dated as of February 7, 2022, that certain Second Amendment to Loan and Security Agreement dated as of January 10, 2023, that certain Third Amendment to Loan and Security Agreement dated as of March 13, 2023, that certain Fourth Amendment to Loan and Security Agreement dated as of May 5, 2023, and that certain Fifth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, restated, or otherwise modified from time to time, the “Loan Agreement”).

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, and, pursuant to the terms of that certain Intellectual Property Security Agreement dated September 15, 2020 by and between Bank (as successor in interest to Signature Bank) and Grantor (the “Original IPSA”), Grantor has granted to Bank a security interest in its Intellectual Property Collateral.

C. Bank and Grantor desire to amend and restate the terms of the Original IPSA in accordance with the terms hereof.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

CEREBRO CAPITAL, INC.
12 W Madison St
Baltimore MD, 21201
Attn: Matthew Bjonerud
Phone: 301-798-9081
EMAIL: mbjonerud@cerebrocapital.com

GRANTOR:

CEREBRO CAPITAL, INC.
By: Matthew Bjonerud
Name: MATTHEW BJONERUD
Title: CEO

Address of Bank:

CUSTOMERS BANK
701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson
EMAIL: kjohnson@customersbank.com

BANK:

CUSTOMERS BANK
By: Kevin Johnson
Name: Kevin Johnson
Title: SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application Or Filing Date
Artificial Intelligence Derived Anonymous Marketplace	16/149,259	10/02/18

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

None.