

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8284940

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SNOWFALL TECHNOLOGIES LLC	11/17/2023
RECEIVING PARTY DATA	
Name:	FIRST-CITIZENS BANK & TRUST COMPANY, AS AGENT
Street Address:	75 N. FAIR OAKS AVE.
Internal Address:	(CLAS PAS-04-02)
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10068284
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:	(619) 699-2708
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 EXECUTIVE DRIVE
Address Line 2:	SUITE 1100
Address Line 4:	SAN DIEGO, CALIFORNIA 92121
NAME OF SUBMITTER:	CHRISTIAN CRUZ
SIGNATURE:	/s/ Christian Cruz
DATE SIGNED:	11/18/2023
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of November 17, 2023 by and between (a) **CART.COM, INC.**, a Delaware corporation (“**Parent**”), (b) **ELEVATION PRODUCTS, LLC**, a Texas limited liability company (“**Elevation Products**”), (c) **AMERICOMMERCE LLC**, a Texas limited liability company (“**Americommerce**”), (d) **SAUCEDA INDUSTRIES LLC**, a Texas limited liability company (“**Sauceda Industries**”), (e) **ONE EIGHTY COMMERCE LLC**, a Delaware limited liability company (“**One Eighty Commerce**”), (f) **SELLERACTIVE, LLC**, a Delaware limited liability company (“**Selleractive**”), (g) **SNOWFALL TECHNOLOGIES LLC**, a Texas limited liability company (“**Snowfall Technologies**”), (h) **WORDWATCH, INC.**, a Delaware corporation (“**Wordwatch**”), (i) **FB FLURRY LLC**, a Texas limited liability company (“**FB Flurry**”), (j) **FBF NJ LLC**, a Texas limited liability company (“**FBF NJ**”), (k) **FBF NY INC.**, a Texas corporation (“**FBF NY**”), (l) **FBF URBAN RENEWAL LLC**, a New Jersey limited liability company (“**FBF Urban Renewal**”), and (m) **EMERGEQ LLC**, a New Jersey limited liability company (“**EmergeQ**”; together with Parent, Elevation Products, Americommerce, Sauceda Industries, One Eighty Commerce, Selleractive, Snowfall Technologies, Wordwatch, FB Flurry, FBF NJ, FBF NY, and FBF Urban Renewal, jointly and severally, “**Grantor**”), and (n) **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY**, in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY** and **TRINITY CAPITAL INC.**, a Maryland corporation (collectively, the “**Lenders**”) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loan**”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent 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). Lenders are willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Documents, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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;

(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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent 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 and thereby 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).

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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.

<p>AGENT:</p> <p>FIRST-CITIZENS BANK & TRUST COMPANY</p> <p>DocuSigned by: By: <u>Kyle Larrabee</u> Name: Kyle Larrabee Title: Director</p>		
<p>GRANTOR:</p> <p>CART.COM, INC.</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		<p>WORDWATCH, INC.</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>
<p>ELEVATION PRODUCTS, LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		<p>FB FLURRY LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>
<p>AMERICOMMERCE LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		<p>FBF NJ LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>
<p>SAUCEDA INDUSTRIES LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		<p>FBF NY INC.</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>
<p>ONE EIGHTY COMMERCE LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		<p>FBF URBAN RENEWAL LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>
<p>SELLERACTIVE, LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		<p>EMERGEQ LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>
<p>SNOWFALL TECHNOLOGIES LLC</p> <p>DocuSigned by: By: <u>OMAIR TARIQ</u> Name: Omair Tariq Title: Chief Executive Officer</p>		

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AmeriCommerce LLC	AmeriCommerce 4.2	TX0006515464	02/08/07
AmeriCommerce LLC	Americommerce Software: Computer software /TXu-1-142- 816	V3594D930	02/16/07

EXHIBIT B

Patents

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application/ Number</u>	<u>Registration/ Application/ Date</u>
Snowfall Technologies LLC	Graphical user interface having scrollable, visual representation of historical product searches and direct shopping cart links	10068284	09/04/18

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration Number</u>	<u>Application Date</u>
Snowfall Technologies, Inc.	MIA	6913634	11/29/22
Wordwatch, Inc.	DATAFEEDWATCH	6277034	02/23/21
Snowfall Technologies, Inc.	JAZZ CENTRAL	6426090	07/20/21
Cart.com, Inc.	CART.COM	6828496	08/23/22
One Eighty Commerce LLC	180 COMMERCE	5726806	04/16/19
One Eighty Commerce LLC	180COMMERCE	5726765	04/16/19
Selleractive LLC	SELLERACTIVE	4298096	03/05/13
Wordwatch, Inc.	F DATAFEEDWATCH	6281279	03/02/2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A