

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI280797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WUNDERKIND CORPORATION	06/05/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	First-Citizens Bank & Trust Company
<b>Street Address:</b>	75 N. FAIR OAKS AVENUE
<b>Internal Address:</b>	(CLAS PAS-04-02)
<b>City:</b>	PASADENA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91103
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8645212
<b>Patent Number:</b>	9141976
<b>Patent Number:</b>	10082945
<b>Patent Number:</b>	11341568
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	8004945225
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	Jay daSilva
<b>Address Line 1:</b>	1025 Connecticut Avenue NW
<b>Address Line 2:</b>	Suite 712
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036
<b>ATTORNEY DOCKET NUMBER:</b>	2396909 PAT
<b>NAME OF SUBMITTER:</b>	Andrew Hackett
<b>SIGNATURE:</b>	Andrew Hackett
<b>DATE SIGNED:</b>	06/07/2024
<b>Total Attachments: 8</b>	

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source=FINAL - F05a. A&R Intellectual Property Security Agreement (Wunderkind) - Wunderkind (4th A&R LSA)#page2.tif  
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source=FINAL - F05a. A&R Intellectual Property Security Agreement (Wunderkind) - Wunderkind (4th A&R LSA)#page6.tif  
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of June 5, 2024 by and between **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY** (“Bank”) and **WUNDERKIND CORPORATION**, a Delaware corporation, with its principal place of business located at One World Trade Center, 285 Fulton Street, 74th Floor, New York, New York 10007 (“Grantor”).

### RECITALS

A. 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 Fourth Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, 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 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.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations, 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 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.

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 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).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of June 5, 2020, as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of January 26, 2021, as further amended by a certain Second Amendment to Intellectual Property Security Agreement dated as of November 1, 2021, and as further amended by a certain Third Amendment to Intellectual Property Security Agreement dated as of April 21, 2023.

[Signature page follows.]

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

GRANTOR:

WUNDERKIND CORPORATION

DocuSigned by:  
By: David MacCallum  
2790EC30F9A3443...

Name: David MacCallum

Title: Chief Business Officer

BANK:

FIRST-CITIZENS BANK & TRUST  
COMPANY

DocuSigned by:  
By: Michael McCarthy  
477CC9CBAE134CE

Name: Michael McCarthy

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>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

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	8645212	2014-02-04 Active
DETECTION OF EXIT BEHAVIOR OF AN INTERNET USER	9141976	2015-09-22 Active
SYSTEMS AND METHODS OF DYNAMICALLY PROVIDING INFORMATION AT DETECTION OF EXIT INTENT ON A MOBILE COMPUTING DEVICE	10082945	2018-09-25 Active
SOFTWARE ENABLING AUTOMATED UPSELL TEXT MESSAGING FOR RETAILERS WITHIN SHIPPING NOTIFICATION TEXT	11341568	2022-05-24 Active



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEN	App 98260360	App 08-NOV-2023
INDIVIDUALITY UNLEASHED	App 97720041	App 15-DEC-2022
	App 97686368	App 21-NOV-2022
	Reg 6799162	Reg 19-JUL-2022
Wunderkind	Reg 7122646	Reg 25-JUL-2023
	App 90146301	App 28-AUG-2020
Wunderkind	App 90146306	App 28-AUG-2020
CONVERSATIONAL CART RECOVERY	Reg 6584601	Reg 07-DEC-2021
WUNDERKIND	App 90075516	App 27-JUL-2020
WUNDERKIND	Reg 7116273	Reg 18-JUL-2023
Wunderkind	Reg 6458759	Reg 24-AUG-2021
	Reg 5962810	Reg 14-JAN-2020
BEHAVE	Reg 5332695	Reg 14-NOV-2017

EXHIBIT D

Mask Works

None.