

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750397

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|---|-------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rev.com, Inc. | | 11/30/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank, as Agent | | |
| Street Address: | 1200 17th Street | | |
| Internal Address: | 16th Floor | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80202 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97149159 | | |
| Serial Number: | 97149151 | | |
| Serial Number: | 97149142 | | |
| Serial Number: | 97149136 | | |
| 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> | | | |
| Email: | julia.brow@us.dlapiper.com | | |
| Correspondent Name: | Julia Brow | | |
| Address Line 1: | 4365 Executive Drive | | |
| Address Line 2: | Suite 1100 | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| NAME OF SUBMITTER: | Julia Brow | | |
| SIGNATURE: | /JULIA BROW/ | | |
| DATE SIGNED: | 08/22/2022 | | |
| Total Attachments: 9 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 30, 2021 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”) and **REV.COM, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. **SILICON VALLEY BANK** and **SVB INNOVATION CREDIT FUND VIII, L.P.**, a Delaware limited partnership (collectively, the “Lenders”) have 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 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 Loans 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 Agreement, 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 of 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(excluding any "intent-to-use" trademarks at all times prior to the first use thereof), 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 permitted 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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[Signature Page Follows]

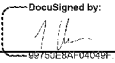
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

REV.COM, INC.
1717 W. 6th St., Suite 310
Austin, TX 78703
Attn: Jason Chicola, CEO

REV.COM, INC.

By:  _____

Name: Jason Chicola

Title: Chief Executive Officer

AGENT:

Address:

SILICON VALLEY BANK
1200 17th Street, 16th Floor
Denver, CO 80202
Attn: Max Froseth, Director

SILICON VALLEY BANK, as Agent

By:  _____

Name: Max Froseth

Title: Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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EXHIBIT B

Patents

| Country | Title | App. No./Filing Date | Pat. No./Issue Date |
|-----------------|--|---|---------------------|
| Australia | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 201937030 Filed 10/30/2019 | |
| Canada | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 3115548 Filed 10/30/2019 Pub. No. 3874490 Published 9/8/2021 | |
| China | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 201980070755X Filed 10/30/2019 Pub. No. CN113348504A Published 9/3/2021 | |
| European Patent | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 19877574.4 Filed 10/30/2019 Pub. No. 3874490 Published 9/8/2021 | |
| New Zealand | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 774716 Filed 10/30/2019 | |
| United States | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 16/177061 Filed 10/31/2018 Pub. No. 2020-0135204 Published 4/30/2020 | |
| United States | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. 17/087330 Filed 11/2/2020 Pub. No. 2021-0050015 Published 2/18/2021 | |
| WIPO | Systems And Methods For A Two Pass Diarization, Automatic Speech Recognition, And Transcript Generation | App. PCT/US2019/058870 Filed 10/30/2019 Pub. No. 2020/092569 Published 5/7/2020 | |
| United States | Systems And Methods For Aligning A Reference Sequence Of Symbols With Hypothesis Requiring Reduced Processing And Memory | App. 17/069462 Filed 10/13/2020 | |
| WIPO | Systems And Methods For Aligning A Reference Sequence Of Symbols With Hypothesis Requiring Reduced Processing | App. PCT/US2021/054620 Filed 10/12/2021 | |

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| | And Memory | | |
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EXHIBIT C

Trademarks

| Country | Trademark | App. No./Filing Date | Reg. No./Reg. Date |
|----------------|-----------|--------------------------------------|------------------------------------|
| Australia | REV | App. 2170126 Filed 4/9/2021 | |
| Canada | REV | App. 2098719 Filed 4/9/2021 | |
| China | REV | App. 56740625 Filed 6/8/2021 | |
| European Union | REV | App. 018451361 Filed 4/12/2021 | Reg. 018451361 Issued 9/14/2021 |
| Mexico | REV | App. 2528832 Filed 4/9/2021 | Reg. 2267199 Issued 7/1/2021 |
| Mexico | REV | App. 2528866 Filed 4/9/2021 | |
| Mexico | REV | App. 2528839 Filed 4/9/2021 | Reg. 2267204 Issued 7/1/2021 |
| New Zealand | REV | App. 1175904 Filed 4/9/2021 | |
| United States | REV | App. 90/242995 Filed 10/8/2020 | |
| United States | REV | App. 90/243006 Filed 10/8/2020 | |
| United States | REV | App. 90/243014 Filed 10/8/2020 | |
| United States | REV | App. 85/797419 Filed 12/7/2012 | Reg. 4449003 Issued 12/10/2013 |
| European Union | FSTAlign | App. 018554920 Filed 9/9/2021 | |
| United Kingdom | FSTAlign | App. UK00003692412 Filed 9/9/2021 | |
| United States | FSTAlign | App. 90/573522 Filed 3/11/2021 | |
| United States | MathElf | App. 86/651698 Filed 6/4/2015 | Reg. 5005991 Issued 7/26/2016 |
| United States | Design | App. 97/149159 Filed 11/30/21 | |
| United States | Design | App. 97/149151 Filed 11/30/21 | |
| United States | Design | App. 97/149142 Filed 11/30/21 | |
| United States | Design | App. 97/149136 Filed 11/30/21 | |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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