

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonobi, Inc.		09/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation, as Administrative Agent		
Street Address:	5400 Lyndon B. Johnson Freeway, Suite 1300		
Internal Address:	Lincoln Tower 1		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4175001	SONOBI	
Registration Number:	4857559	JETSTREAM	
Registration Number:	4956397	JETSTREAM	
Registration Number:	5012858	JETSTREAM	
Registration Number:	6119369	PBID	
Registration Number:	4709030	REACTIVE SEGMENTING	
Registration Number:	4679356	SITELINE	
Registration Number:	4704296	SITELINE	
Registration Number:	4713316	SMART FLOOR	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

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ATTORNEY DOCKET NUMBER:	70MC-320857
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	09/17/2020
Total Attachments: 5 source=Sonobi Inc - IPSA#page1.tif source=Sonobi Inc - IPSA#page2.tif source=Sonobi Inc - IPSA#page3.tif source=Sonobi Inc - IPSA#page4.tif source=Sonobi Inc - IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of September 16, 2020 (this “IP Security Agreement”), is made by **SONOBI, INC.**, a Delaware corporation (“Grantor”), in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties.

RECITALS

WHEREAS, Grantor and certain of its Affiliates have entered into that certain Credit Agreement dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”) with certain financial institutions from time to time party thereto (collectively, the “Lenders”) and the Administrative Agent (the Administrative Agent and Lenders, collectively, the “Secured Parties”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) constituting the Collateral of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not therein, in the UCC. The following terms have the meanings set forth below:

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, and (ii) the right to obtain all renewals thereof.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to the Administrative Agent, for itself and the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Trademark Collateral”; provided, that, the Trademark Collateral shall exclude any Excluded Property):

- (i) all of its Trademarks, including, but not limited to, those set forth on Schedule A hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 6. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SONOBI, INC.

By: 

Name: Daniel Gedney

Title: Authorized Signatory

(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 007055 FRAME: 0743

SCHEDULE A
TO
IP SECURITY AGREEMENT

TRADEMARKS

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TRADEMARKS

Trademark	Loan Party	Country	Registration Number and Date
Sonobi	Sonobi, Inc.	USA	4,175,001 – 8/17/2012
Jetstream	Sonobi, Inc.	USA	4,857,559 – 11/24/2015
Jetstream	Sonobi, Inc.	USA	4,956,397 – 5/10/2016
Jetstream	Sonobi, Inc.	USA	5,012,858 – 8/2/2016
PBID	Sonobi, Inc.	USA	6,119,369 – 8/4/2020
Reactive Segmenting	Sonobi, Inc.	USA	4,709,030 – 3/24/2015
Siteline	Sonobi, Inc.	USA	4,679,356 – 1/27/2015
Siteline	Sonobi, Inc.	USA	4,704,296 – 3/17/2015
Smart Floor	Sonobi, Inc.	USA	4,713,316 – 3/31/2015