

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHIP NETWORKS, INC.		06/14/2021	Corporation: DELAWARE
MEDIAMORPH, INC.		06/14/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRINITY CAPITAL INC.		
<b>Street Address:</b>	1 N 1ST STREET, FLOOR 3		
<b>City:</b>	PHOENIX		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4778727	WHIPCLIP	
<b>Registration Number:</b>	4778726	WHIPCLIP	
<b>Serial Number:</b>	88589016	MEDIAMORPH	
<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>Email:</b>	jgu@cooley.com		
<b>Correspondent Name:</b>	Jennifer Gu		
<b>Address Line 1:</b>	3175 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	330658-128		
<b>NAME OF SUBMITTER:</b>	Jennifer Gu		
<b>SIGNATURE:</b>	/Jennifer Gu/		
<b>DATE SIGNED:</b>	06/14/2021		
<b>Total Attachments: 11</b>			
source=08. Trinity_Whip - Intellectual Property Security Agreement [EXECUTED]#page1.tif			
source=08. Trinity_Whip - Intellectual Property Security Agreement [EXECUTED]#page2.tif			

CH \$90.00 4778727

source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page3.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page4.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page5.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page6.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page7.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page8.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page9.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page10.tif  
source=08. Trinity\_Whip - Intellectual Property Security Agreement [EXECUTED]#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of June 14, 2021, is made by WHIP NETWORKS, INC., a Delaware corporation, and MEDIAMORPH, INC., a Delaware corporation (each individually and collectively, jointly and severally, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit 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 Lender for its benefit 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, re-examination certificates, utility models, 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, 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" trademark 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 and solely during such period that granting a security interest in the "intent-to-use" trademarks would be contrary to applicable law or may interfere with Grantor's rights to obtain and maintain such trademarks. After such period, Grantor acknowledges that such interest in such trademark application or trademark shall be subject to a security interest in favor of Lender and shall be included in the Intellectual Property Collateral.

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 Lender.

3. Updates to Exhibits. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally solely for the purposes of 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 Lender 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

6. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior written notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

7. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be

governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[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:**

WHIP NETWORKS, INC.,  
a Delaware corporation

By:   
Name: Kent Jarvi  
Its: Chief Financial Officer

MEDIAMORPH, INC.  
a Delaware corporation

By:   
Name: Kent Jarvi  
Its: Chief Financial Officer

**LENDER:**

TRINITY CAPITAL INC.,  
a Maryland corporation

By: \_\_\_\_\_  
Name: Sarah Stanton  
Its: General Counsel and Secretary

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:**

WHIP NETWORKS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Kent Jarvi  
Its: Chief Financial Officer

MEDIAMORPH, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: Kent Jarvi  
Its: Chief Financial Officer

**LENDER:**

TRINITY CAPITAL INC.,  
a Maryland corporation

By: Sarah Stanton  
Name: Sarah Stanton  
Its: General Counsel and Secretary

EXHIBIT A

**COPYRIGHTS**

None.



**EXHIBIT B**

**PATENTS**

**None.**

EXHIBIT C  
TRADEMARKS

<u>Grantor name</u>	<u>Country</u>	<u>Trademark</u>	<u>App./Reg. No.</u> <u>Filing Date</u>
Whip Networks, Inc.	EU	WHIPCLIP	13601588 4/28/15
Whip Networks, Inc.	Norway	WHIPCLIP	281025 3/19/15
Whip Networks, Inc.	Switzerland	WHIPCLIP	673306 5/21/15
Whip Networks, Inc.	Australia	WHIPCLIP	1666240 12/23/14
Whip Networks, Inc.	China	WHIPCLIP	15993411 2/21/16
Whip Networks, Inc.	China	WHIPCLIP	15993410 2/21/16
Whip Networks, Inc.	China	WHIPCLIP	17701571 10/7/16
Whip Networks, Inc.	Indonesia	WHIPCLIP	568874 3/9/17
Whip Networks, Inc.	Indonesia	WHIPCLIP	579295 5/10/17
Whip Networks, Inc.	Japan	WHIPCLIP	5814570 10/7/15
Whip Networks, Inc.	Korea	WHIPCLIP	4500619920000 1/14/16
Whip Networks, Inc.	Mexico	WHIPCLIP	1578226 10/7/15
Whip Networks, Inc.	Mexico	WHIPCLIP	1652191 7/6/16
Whip Networks, Inc.	Mexico	WHIPCLIP	1582820 10/21/15
Whip Networks, Inc.	Mexico	WHIPCLIP	1585894 10/30/15
Whip Networks, Inc.	Russia	WHIPCLIP	565915 2/26/16
Whip Networks, Inc.	US	WHIPCLIP	4778727 7/21/15
Whip Networks, Inc.	US	WHIPCLIP	4778726 7/21/15
Whip Networks, Inc.	France	TVShow Time	4017515 7/1/2013

Mediamorph, Inc.	US	MEDIAMORPH	88589016 8/22/2019
---------------------	----	------------	-----------------------

EXHIBIT D

**MASK WORKS**

**None.**