

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPENROAD INTEGRATED MEDIA, INC.		06/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6325266	OPEN ROAD INTEGRATED MEDIA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	07/06/2021		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

OPENROAD INTEGRATED MEDIA, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 21, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WESTERN ALLIANCE BANK

Street Address: 55 Almaden Boulevard, Suite 100

City: San Jose

State: CA

Country: USA Zip: 95113

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship AZ
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text
See Attached Exhibit B

B. Trademark Registration No.(s)
See Attached Exhibit B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Exhibit B

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 21, 2021 (the "Agreement") between OPENROAD INTEGRATED MEDIA, INC., a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of June 29, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

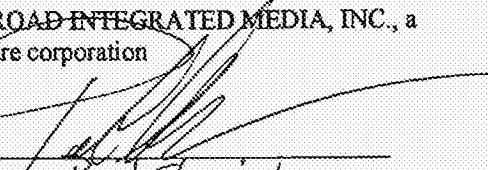
This agreement is an amendment and restatement of that certain Intellectual Property Security Agreement, dated as of June 29, 2017, by Grantor in favor of Lender (as amended prior to the date hereof, the "Existing Intellectual Property Security Agreement"). Grantor hereby acknowledges, confirms and agrees that the Existing Intellectual Property Security Agreement is in full force and effect against the Grantor immediately prior to the execution and delivery of this Agreement and that the obligations of Grantor thereunder are valid, binding and enforceable against Grantor in accordance with the terms thereof except as may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights. The terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR

OPENROAD INTEGRATED MEDIA, INC., a
Delaware corporation

By: 
Name: Paul Slavin
Title: CEO

Address for Notices:
180 Maiden Lane, Suite 8A
New York, NY 10038
Attn: Paul Slavin - CEO

LENDER

WESTERN ALLIANCE BANK, an Arizona corporation

By: 
Name: Christine Egitto
Title: Director

Address for Notices:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department

TRADEMARK

REEL: 007346 FRAME: 0995

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Text	The Confessions of Nat Turner.	TXu001695607	2010-04-29
Text	Darkness Visible: A Memoir of Madness.	TXu001699996	2010-04-29
Text	Election!: A Kid's Guide (2012 Edition)	TXu001835480	2012-12-19
Text	Lie Down in Darkness.	TX0007566033	2010-05-05
Text	The Long March.	TXu001695662	2010-04-29
Text	Set This House on Fire.	TXu001699969	2010-04-29
Text	Sophie's Choice.	TX0007564361	2010-05-05
Text	This Quiet Dust: And Other Writings.	TXu001699944	2010-04-29
Text	A Tidewater Morning: Three Tales from Youth	TXu001695606	2010-04-29

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
OPENROAD INTEGRATED MEDIA, INC.	88-832,018	6,325,266	2020-03-12

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>