

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764883

|   |                               |                       |                                    |
|---|-------------------------------|-----------------------|------------------------------------|
| <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>                 |
| SocialClimb LLC   |                               | 10/31/2022            | Limited Liability Company:<br>UTAH |
| <b>RECEIVING PARTY DATA</b>   |                               |                       |                                    |
| <b>Name:</b>  | Signature Bank                |                       |                                    |
| <b>Street Address:</b>  | 565 Fifth Ave                 |                       |                                    |
| <b>Internal Address:</b>  | 8th Floor                     |                       |                                    |
| <b>City:</b>  | New York                      |                       |                                    |
| <b>State/Country:</b>   | NEW YORK                      |                       |                                    |
| <b>Postal Code:</b>   | 10017                         |                       |                                    |
| <b>Entity Type:</b>   | Bank: NEW YORK                |                       |                                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |                               |                       |                                    |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>      |                                    |
| <b>Registration Number:</b>   | 6037727                       | SOCIALCLIMB           |                                    |
| <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>   | 9198382022                    |                       |                                    |
| <b>Email:</b>   | aforderhase@smithlaw.com      |                       |                                    |
| <b>Correspondent Name:</b>  | Anna Forderhase               |                       |                                    |
| <b>Address Line 1:</b>  | P.O. Box 2611                 |                       |                                    |
| <b>Address Line 4:</b>  | Raleigh, NORTH CAROLINA 27602 |                       |                                    |
| <b>NAME OF SUBMITTER:</b>   | Anna Forderhase               |                       |                                    |
| <b>SIGNATURE:</b>   | /s/ Anna Forderhase           |                       |                                    |
| <b>DATE SIGNED:</b>   | 11/01/2022                    |                       |                                    |
| <b>Total Attachments: 6</b>   |                               |                       |                                    |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2022, by and between SIGNATURE BANK (“Bank”) and SOCIALCLIMB LLC (“Grantor”).

RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated as of October 15, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of September 26, 2022, and that certain Second Amendment to Loan and Security Agreement dated on or about 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

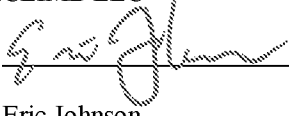
IN WITNESS WHEREOF, the parties have caused this Second Lien Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SocialClimb LLC  
1355 W. Innovation Way, Suite 500  
Lehi, Utah 84043  
Attn: Eric Johnson  
Email: [ejohnson@socialclimb.com](mailto:ejohnson@socialclimb.com)

SOCIALCLIMB LLC

By:  \_\_\_\_\_

Name: Eric Johnson

Title: Chief Financial Officer

SECURED PARTY:

Address of Secured Party:

Spring Capital Partners IV, L.P.  
The Foxleigh Building  
Suite 340  
2330 W. Joppa Road  
Lutherville, MD 21093  
Attention: Chad Rigdon

SPRING CAPITAL PARTNERS IV, L.P.

By: SPRING CAPITAL INVESTORS IV, LLC,  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Second Lien IPSA]

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 of Grantor:

SocialClimb LLC  
1355 W. Innovation Way, Suite 500  
Lehi, Utah 84043  
Attn: Eric Johnson  
Email: ejohnson@socialclimb.com

SOCIALCLIMB LLC

By: \_\_\_\_\_

Name: Eric Johnson

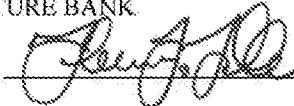
Title: Chief Financial Officer

BANK:

Address of Bank:

Signature Bank-Venture Banking Group  
565 Fifth Avenue, 8th Floor  
New York, New York 10017  
Attn: Thomas Tedder  
Email: TTedder@SignatureNY.com

SIGNATURE BANK

By:  \_\_\_\_\_

Name: THOMAS F. TEDDER

Title: VICE PRESIDENT

[Signature Page to IPSA]

EXHIBIT A

Copyrights

Description  
NONE

Registration Number

Registration Date

EXHIBIT B

Patents

Description  
NONE

Patent/App. No.

File Date

EXHIBIT C

Trademarks

Description

SocialClimb word mark

Serial/Registration No.

6037727

Registration Date

April 21, 2020