

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776665

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900728401		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iterable, Inc.		10/27/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth avenue, 8th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4627933	ITERABLE	
Serial Number:	90497843	BRAND AFFINITY	
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>			
Phone:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison N. Liles		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	16113.35		
NAME OF SUBMITTER:	Allison N. Liles		
SIGNATURE:	/s/ Allison N. Liles		
DATE SIGNED:	12/27/2022		
Total Attachments: 7			
source=Iterable - IPSA (Executed) 10601850_1#page1.tif			
source=Iterable - IPSA (Executed) 10601850_1#page2.tif			
source=Iterable - IPSA (Executed) 10601850_1#page3.tif			

source=Iterable - IPSA (Executed) 10601850_1#page4.tif

source=Iterable - IPSA (Executed) 10601850_1#page5.tif

source=Iterable - IPSA (Executed) 10601850_1#page6.tif

source=Iterable - IPSA (Executed) 10601850_1#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 27, 2022 by and between SIGNATURE BANK, as collateral agent (together with its permitted successors in such capacity, "Agent") and ITERABLE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Signature Bank and Canadian Imperial Bank of Commerce (together with each other lender party to the Loan Agreement (as defined below) from time to time, 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 Loan and Security Agreement by and among Grantor, Agent, and the Lenders dated on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor grants to Agent, for the benefit of the Lenders, 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 Agent, for the 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 Grantor's obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, Grantor grants to Agent, for the benefit of the Lenders, 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).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein, in the Loan Agreement or any of the other 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 Agent of any one or more of the rights, powers or remedies provided for in this 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 Agent, 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.

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.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that Grantor obtains after the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

The terms of Article 11 (Governing Law), Article 12 (Jurisdiction and Jury Trial Waiver), Section 13.2 (Indemnification), and Section 13.6 (Counterparts/Acceptance) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

[Signature Page Follows]


IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

71 Stevenson St. Suite 300
San Francisco, CA 94105
Attn: Will Johnson, CFO

GRANTOR:

ITERABLE, INC.

By: 

Name: Andrew Boni

Title: Chief Executive Officer

Address of Agent:

Signature Bank-Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, New York 10017
Attn: Jody Shepherd

AGENT:

SIGNATURE BANK

By: _____

Name: _____

Title: _____

[Signature Page to IPSA]

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

71 Stevenson St, Suite 300
San Francisco, CA 94105
Attn: Will Johnson, CFO

ITERABLE, INC.

By: _____

Name: Andrew Boni

Title: Chief Executive Officer

AGENT:

Address of Agent:

Signature Bank-Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, New York 10017
Attn: Jody Shepherd

SIGNATURE BANK

By:  _____

Name: THOMAS K. MALONE

Title: VICE PRESIDENT

[Signature Page to IPSA]

TRADEMARK
REEL: 007911 FRAME: 0273

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
TECHNIQUES FOR SCALING WORKFLOW CAMPAIGNS	US Patent Application No. 17/840,520	Application Date June 14, 2022
TECHNIQUES FOR SEGMENTING USERS BASED ON USER BEHAVIORS ACROSS ELECTRONIC COMMUNICATION CHANNELS	US Patent Application No. 17/544,340	Application Date December 7, 2021
TECHNIQUES FOR TRANSMITTING MESSAGES SUBJECT TO MULTIPLE RATE LIMITS	US Patent Application No. 17/505,446	Application Date October 19, 2021
SCALABLE WORKFLOW CAMPAIGNS AND RELATED STATE MANAGEMENT	US Patent Application No.: 63/210,738	Application Date June 23, 2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Iterable	Registration No. 4,627,933	Registration Date October 28, 2014
BRAND AFFINITY	Serial No. 90497843	Application Date January 29, 2021