

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427932

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Broker Genius Inc.		05/17/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Cannon Capital Showtime, LLC
<b>Street Address:</b>	161 Worcester Road
<b>Internal Address:</b>	Suite 606
<b>City:</b>	Framingham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01701
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Cannon Capital SPV I, LLC
<b>Street Address:</b>	161 Worcester Road
<b>Internal Address:</b>	Suite 606
<b>City:</b>	Framingham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01701
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Serial Number:</b>	87155480	
<b>Serial Number:</b>	87155452	BROKERGENIUS
<b>Serial Number:</b>	87155426	K
<b>Serial Number:</b>	87155405	KROO
<b>Serial Number:</b>	86773527	REPRICING.REDEFINED.
<b>Serial Number:</b>	87345182	TIXONOMY

## CORRESPONDENCE DATA

Fax Number: 6172263801

*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.*

Email: tm@preti.com

TRADEMARK

**Correspondent Name:** Preti Flaherty Beliveau & Pachios LLP  
**Address Line 1:** 60 State Street  
**Address Line 2:** Suite 1100  
**Address Line 4:** Boston, MASSACHUSETTS 02109

**ATTORNEY DOCKET NUMBER:** (CMR 84034) Broker Genius

**NAME OF SUBMITTER:** Stanley M. Schurgin

**SIGNATURE:** /Stanley M. Schurgin/

**DATE SIGNED:** 05/17/2017

**Total Attachments: 6**

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**SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made and entered into as of May 17, 2017 by **BROKER GENIUS INC.**, a Delaware corporation ("Grantor"), **CANNON CAPITAL SHOWTIME, LLC**, a Delaware limited liability company, and **CANNON CAPITAL SPV I, LLC**, a Delaware limited liability company (collectively, the "Secured Party").

**WITNESSETH:**

WHEREAS, the Grantor has executed Secured Promissory Notes, dated as of the date hereof, in favor of the Secured Party (the "Notes") pursuant to a Secured Note and Warrant Purchase Agreement among the Grantor and the Secured Party (the "Note Purchase Agreement"), pursuant to which the Secured Party agreed to provide financing to the Grantor (the "Financing") (this Agreement is one of the Transaction Documents referenced in the Note Purchase Agreement) (capitalized terms used but not defined herein shall have the meanings given to them in the Note Purchase Agreement); and

WHEREAS, pursuant to the Transaction Documents, the Grantor and Secured Party have agreed to enter into this Agreement to further evidence the grant of the security interests in the Grantor's Intellectual Property to Secured Party and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Note Purchase Agreement.

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

1. **Security Interest.** Subject to the terms and conditions of the Note Purchase Agreement, as collateral security for the prompt and complete payment and performance of the Obligations (as defined in the Notes), the Grantor hereby grants to Secured Party, a security interest in and lien upon all of the Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the patent, copyright and trademarks listed on the attached Exhibit A, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. **Grant of License.** Subject to the terms and conditions of the Note Purchase Agreement, the Grantor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable and effective only upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to the Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the patent, copyright and trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or

commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Secured Party's security interest in the Collateral (as defined in the Security Agreement).

3. **Incorporation by Reference; Filing Purposes Only.** All of the terms and provisions of the Security Agreement and Note Purchase Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office and the United States Copyright Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Security Agreement or the Note Purchase Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

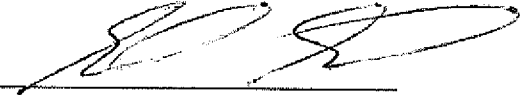
4. **Transaction Document.** This Agreement is one of the Transaction Documents referenced in the Note Purchase Agreement.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE  
FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and issued as of the date first written above.

**BROKER GENIUS INC.**

By:   
Name: Shmuel Sherman  
Title: Chief Executive Officer

Acknowledged and Agreed as of the date first set forth above:

**CANNON CAPITAL SHOWTIME LLC**

By: CANNON CAPITAL SHOWTIME GP, LLC,  
its managing member

By: \_\_\_\_\_  
Name: Gordon O'Brien  
Title: Managing Member

**CANNON CAPITAL SPV I, LLC**

By: \_\_\_\_\_  
Name: Gordon O'Brien  
Title: Managing Member

*Signature Page to Short-Form IP Security Agreement*

**TRADEMARK**  
**REEL: 006061 FRAME: 0186**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and issued as of the date first written above.

**BROKER GENIUS INC.**

By: \_\_\_\_\_  
Name: Shmuel Sherman  
Title: Chief Executive Officer

Acknowledged and Agreed as of the date first set forth above:

**CANNON CAPITAL SHOWTIME LLC**

By: CANNON CAPITAL SHOWTIME GP, LLC,  
its managing member

By: \_\_\_\_\_  
Name: Gordon O'Brien  
Title: Managing Member

**CANNON CAPITAL SPV I, LLC**

By: \_\_\_\_\_  
Name: Gordon O'Brien  
Title: Managing Member

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

Intellectual Property owned or licensed by Grantor:

**I. Patent Publication**

Applicant	Inventor	Appl. No.	Filed	Related U.S. Application Data	Publication Classification
Broker Genius LLC	Shmuel Sherman	14/328,457	July 10, 2014	Provisional application No. 61/847,003, filed on July 16, 2013	Int. Cl. G06Q 10/02 (2006.01) G06Q 30/02 (2006.01)

**II. Copyright Registration**

Title	Completion/Publication	Author	Copyright Claimant	Rights and Permission	Certification
Auto Pricer version 3  Reg. Number: TX 8-308-347	Year: 2015 Date of 1 <sup>st</sup> Publication: May 15, 2015 Nation of 1 <sup>st</sup> Publication: United States	Author: Broker Genius, Inc. Author Created: computer program Work made for hire: Yes Citizen of: United States Domiciled in: United States	Broker Genius, Inc. 181 South Franklin Ave., Suite 307 Valley Stream, NY 11581	Organization Name: Broker Genius, Inc.  Address: 181 South Franklin Ave., Suite 307 Valley Stream, NY 11581	Name: Dotan Hammer  Date: August 18, 2016  Applicant's Tracking Number: 701251-16-00

**III. Trademarks and Trademark Applications**

Mark	Class	Application Number	Application Date	Country	Status/Next Action	Applicant/Owner
BROKER GENIUS LOGO	42	87155480	30-Aug-16	USA	Application pending. Awaiting Receipt of Certificate of Registration.	Broker Genius Inc.
BROKER GENIUS	42	016402679	23-Feb-17	European Trademark Office	Application pending. Awaiting formal examination report.	Broker Genius Inc.

BROKER GENIUS	42	87155452	30-Aug-16	USA	Application pending. Awaiting Receipt of Certificate of Registration.	Broker Genius Inc.
K Logo	9	87155426	30-Aug-16	USA	Application pending. An Office Action has been issued. Deadline for response is: 13-Jun-2017	Broker Genius Inc.
KROO	9	87155405	30-Aug-16	USA	Application pending. Awaiting receipt of Notice of Allowance.	Broker Genius Inc.
REPRICING. REDEFINED	9	86773527	30-Sep-15	USA	Application pending. Deadline to file a Request for Extension of Time to submit Statement of Use is: 15-May-2017	Broker Genius Inc.
TIXONOMY	35	87345182	22-Feb-17	USA	Application pending. Awaiting formal examination report.	Tixonomy LLC

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