

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506778

<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>
REDPOINT GLOBAL, INC.		12/12/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX GROWTH CAPITAL, LLC		
<b>Street Address:</b>	280 PARK AVENUE		
<b>Internal Address:</b>	40 WEST		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3167454	DATALEVER	
<b>Registration Number:</b>	3996497	REDPOINT	
<b>Serial Number:</b>	87813376	REDPOINT ACCELERATOR	
<b>Serial Number:</b>	88053619	REDPOINT GLOBAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	250455.000006		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		
<b>DATE SIGNED:</b>	01/22/2019		

CH \$115.00 3167454

**Total Attachments: 5**

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## **FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”) is made as of the 12<sup>th</sup> day of December, 2018 by RedPoint Global, Inc., a Delaware corporation (the “**Grantor**”), and ORIX Growth Capital, LLC, a Delaware limited liability company (“**ORIX**”).

### RECITALS

WHEREAS, ORIX previously 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 a certain Loan and Security Agreement by and between Grantor and ORIX dated as of March 12, 2018 (as the same may be amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”);

WHEREAS, in order to secure Grantor’s Obligations under the Loans, Grantor entered into that certain Intellectual Property Security Agreement dated March 12, 2018 in favor of ORIX (as thereafter amended, restated, substituted or otherwise modified, the “**IP Security Agreement**”) in connection with Grantor’s granting to ORIX 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;

WHEREAS, Grantor and ORIX replaced, amended and restated certain provisions of the Loan Agreement pursuant to that certain Amendment No. 1 to Loan and Security Agreement by and between ORIX and Grantor dated December 10, 2018 (the “**Loan Agreement Amendment**”); and

WHEREAS, in connection with the Loan Agreement Amendment, Grantor and ORIX have agreed to enter into this Amendment to amend and restate Schedule A of the IP Security Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.
2. The Recitals set forth hereinabove are hereby incorporated by this reference with the same force and effect as if fully set forth herein.
3. Grantor and ORIX acknowledge and agree that Schedule A of the IP Security Agreement is hereby replaced in its entirety with Schedule A attached hereto.
4. Grantor does hereby unconditionally reaffirm all of its obligations to ORIX under the IP Security Agreement including, without limitation, the grant of a continuing security

interest in and lien upon the Intellectual Property Collateral as set forth in the IP Security Agreement as modified hereby.

5. Grantor certifies that the representations contained in the IP Security Agreement remain true, correct and complete in all material respects as of the date hereof with the same force and effect as if made on the date hereof and that it has no offsets, counterclaims or defenses to any of its obligations under the IP Security Agreement as modified hereby.

6. Except as modified hereby, the IP Security Agreement remains unmodified and in full force and effect.

7. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

REDPOINT GLOBAL, INC.

By: *Dale H. Renner*  
Name: DALE H. RENNER  
Title: CEO/PRESIDENT

ORIX:

ORIX GROWTH CAPITAL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

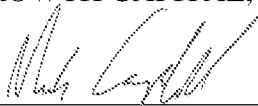
GRANTOR:

REDPOINT GLOBAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



ORIX:

ORIX GROWTH CAPITAL, LLC

By:  \_\_\_\_\_  
Name: Mark Campbell  
Title: Authorized Representative

SCHEDULE A

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DATALEVER		3167454	7-Nov-06
REDPOINT		3996497	19-Jul-11
REDPOINT ACCELERATOR		87813376	27-Feb-18
REDPOINT GLOBAL		88053619	26-Jul-18