

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROKER GENIUS INC.		08/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	387 Park Avenue South, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88489849	ATLAS	
Registration Number:	5400688		
Registration Number:	5226611	BROKER GENIUS	
Registration Number:	5239947		
Registration Number:	5256884	REPRICING.REDEFINED.	
Registration Number:	5629650	UPTICK	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	6176484714		
Email:	hcheng@mofo.com		
Correspondent Name:	William Walter Gerber		
Address Line 1:	200 Clarendon Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	27292-1565		
NAME OF SUBMITTER:	William Walter Gerber		
SIGNATURE:	/William Walter Gerber/		
DATE SIGNED:	08/23/2019		

CH \$165.00 88489849

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 22, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 387 Park Avenue South, 2nd Floor, New York, New York 10016 ("Bank") and **BROKER GENIUS INC.**, a Delaware corporation, with its principal place of business located at 366 5th Avenue, New York, New York 10001 ("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 May 16, 2018, as amended by that certain First Loan Modification Agreement dated as of December 21, 2018, and as further amended by a certain Second Loan Modification Agreement dated as of August 22, 2019 (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 the Intellectual Property Collateral (as such term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(j) All 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.

2. Recordation. 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

BROKER GENIUS INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

BROKER GENIUS INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Michael J. J.

Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Auto Pricer version 3	TX0008308347	August 18, 2016

EXHIBIT B

Patents

Filed Patents:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Forecasting and Management System and Method Concerning Ticket Transactions in Multiple Markets	14/328457	Filed: July 10, 2014; Priority Date: July 16, 2013

Provisional Patents:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMATED COMPARABLE-BASED PRICING USING NON-ZERO-DIFFERENCE COMPARABLES	62/530,834	July 10, 2017
SYSTEM AND APPARATUS FOR THE DISPLAY AND SELECTION OF LISTINGS AND SPLITS	62/530,833	July 10, 2017
VARIOUS METHODS FOR DISPLAYING VENUE INFORMATION ON A VENUE MAP	62/530,831	July 10, 2017
DEFAULT VENUE MAPS	62/530,836	July 10, 2017
COMPARABLE-BASED PRICING FOR NON-IDENTICAL INVENTORY	62/593,024	November 30, 2017
AUTOMATED COMPARABLE-BASED PRICING USING NON-ZERO-DIFFERENCE COMPARABLES	16/031907	July 10, 2018
SYSTEM AND APPARATUS FOR THE DISPLAY AND SELECTION OF LISTINGS AND SPLITS	16/031886	July 10, 2018
VARIOUS METHODS FOR DISPLAYING VENUE INFORMATION ON A VENUE MAP	16/031860	July 10, 2018
DEFAULT VENUE MAPS	16/031955	July 10, 2018
COMPARABLE-BASED PRICING FOR NON-IDENTICAL INVENTORY	16/206275	November 30, 2018
PRICE INFERENCE BASED ON INCOMPLETE MARKET DATA. (SOFT SALES)	N/A	(TBD – In preparation)
AUTOMATED COMPARABLE-BASED PRICING USING NON-ZERO-DIFFERENCE COMPARABLES	62/530,834	July 10, 2017
SYSTEM AND APPARATUS FOR THE DISPLAY AND SELECTION OF LISTINGS AND SPLITS	62/530,833	July 10, 2017
VARIOUS METHODS FOR DISPLAYING VENUE INFORMATION ON A VENUE MAP	62/530,831	July 10, 2017
DEFAULT VENUE MAPS	62/530,836	July 10, 2017
COMPARABLE-BASED PRICING	62/593,024	November 30, 2017

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FOR NON- IDENTICAL INVENTORY		
AUTOMATED COMPARABLE-BASED PRICING USING NON-ZERO-DIFFERENCE COMPARABLES	16/031907	July 10, 2018
SYSTEM AND APPARATUS FOR THE DISPLAY AND SELECTION OF LISTINGS AND SPLITS	16/031886	July 10, 2018
VARIOUS METHODS FOR DISPLAYING VENUE INFORMATION ON A VENUE MAP	16/031955	July 10, 2018
DEFAULT VENUE MAPS	16/031860	July 10, 2018
COMPARABLE-BASED PRICING FOR NON- IDENTICAL INVENTORY	16/206275	November 30, 2018
PRICE INFERENCE BASED ON INCOMPLETE MARKET DATA. (SOFT SALES)	N/A	(TBD – In preparation)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ATLAS	88489849 (Application)	26-Jun-19 (Registration Pending)
BROKER GENIUS LOGO	5400688	13-Feb-18
BROKERGENIUS	016402679	22-Jun-17
BROKERGENIUS	5226611	20-Jun-17
BROKERGENIUS LOGO	5239947	11-Jul-17
REPRICING.REDEFINED.	5256884	01-Aug-17
UPTICK	5629650	11-Dec-18
TIXONOMY	87662642 (Application)	27-Oct-17 (Registration Pending)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.