

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550408

<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>
Email Data Source, Inc.		11/13/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Western Bank		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4076168	EDATA SOURCE	
<b>Serial Number:</b>	88322405	INTELLISEEDR AI NETWORK	
<b>Serial Number:</b>	88320279	INTELLISEEDS	
<b>Serial Number:</b>	88328380	INTELLIX AI NETWORK	
<b>Serial Number:</b>	87797353	EDATA SOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192823941		
<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>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	Nicholas Nance		
<b>SIGNATURE:</b>	/NicholasNance- TKF/		
<b>DATE SIGNED:</b>	11/21/2019		

CH \$140.00 4076168

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 2, 2019 by and between PACIFIC WESTERN BANK ("*Bank*") and EMAIL DATA SOURCE, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Message Systems, Inc. and Port25 Solutions, Inc. ("Existing Borrowers"), dated as of November 23, 2016, as modified by that certain Assumption Agreement, dated as of even date herewith, between Bank, Existing Borrowers and Grantor, whereby Grantor is being added as a co-borrower thereunder (collectively with all amendments thereto and as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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.

C. 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under the other Loan Documents, 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 (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 (collectively, "Intellectual Property Collateral").

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 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 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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**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:

EMAIL DATA SOURCE, INC.

By   
Name: Richard Harris \_\_\_\_\_  
Title CEO \_\_\_\_\_

Address of Grantor:

352 7<sup>th</sup> Avenue, #600  
New York, NY 10001

Bank:

PACIFIC WESTERN BANK

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

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

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:

EMAIL DATA SOURCE, INC.


By \_\_\_\_\_  
Name: Richard Harris \_\_\_\_\_  
Title \_\_\_\_\_

Address of Grantor:

352 7<sup>th</sup> Avenue, #600  
New York, NY 10001

Bank:

PACIFIC WESTERN BANK

By   
Name Mykas Degeys  
Title VP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number, if applicable</b>	<b>Registration/ Application Date</b>
<b>None</b>		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Method and device for generating a privatized electronic image for a plurality of electronic documents	US Pat. 10,104,265	10/16/2018
	Appl. No. 15/136,132	04/22/2016
Method And System For Analysis Of Electronic Mail Using Simulated Virtual Email Accounts	US Pat. Appl. 62/746,335	



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
EDATA SOURCE	TM 85- 188066	12/01/2010
	Reg No. 4076168	12/27/2011
INTELLISEEDR AI NETWORK	TM 88- 322405	3/1/2019
INTELLISEEDS	TM 88- 320279	2/28/2019
INTELLIX AI NETWORK	TM 88- 328380	3/6/2019
EDATA SOURCE	87797353	2/14/2018