

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South49 Solutions, Inc.		11/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	6011 West Courtyard Drive		
Internal Address:	Building 5, Suite 405		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5402002	SOUTH49 SOLUTIONS	
Registration Number:	5031534	NATURALINSIGHT	
Registration Number:	3844782	FRESHER DATA, BETTER DECISIONS	
Registration Number:	5466293	CAPANGO	
CORRESPONDENCE DATA			
Fax Number:	7037125197		
<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:	703-712-5337		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2067509-0075		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	11/07/2019		

OP \$115.00 5402002

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 6, 2019 by and among MOVISTA, INC., a Delaware corporation ("*Movista*"), SOUTH49 SOLUTIONS, INC., a Delaware corporation ("*South49*", together with *Movista*, jointly and severally, each a "*Company*" and collectively, the "*Companies*"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("*Lender*").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow]

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.

Addresses of Borrowers:

BORROWERS:

406 SE 5th Street, Suite 12
Bentonville, AR 72712

MOVISTA, INC.,
a Delaware corporation

By: _____
Name: April Seggebruch
Title: Chief Operating Officer

406 SE 5th Street, Suite 12
Bentonville, AR 72712

SLAMBAM INC.
a Delaware corporation

By: _____
Name: April Seggebruch
Title: Chief Operating Officer

The undersigned hereby agrees that, as contemplated by the definition of "Borrowers" set forth in the foregoing Agreement, effective upon consummation of the Closing Date Acquisition, and at all times thereafter, the undersigned will automatically (without the need for any further action) be joined as a "Borrower" under the Agreement for all purposes thereunder and shall have all of the obligations, jointly and severally, of a "Borrower" thereunder and hereby ratifies and agrees to be bound by all of the terms, provisions and conditions contained in the Agreement and the other Loan Documents pursuant to which a Borrower is a party as though an original party thereto, including without limitation, the grant to Lender of a valid and enforceable security interest in and to all of its assets constituting Collateral.

406 SE 5th Street, Suite 12
Bentonville, AR 72712

SOUTH49 SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: April Seggebruch
Title: Chief Operating Officer

Address of Lender:

6011 West Courtyard Drive
Building 5, Suite 405
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By:  _____

Name: Ross Cockrell

Title: Manager

SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

None.

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
South49 Solutions	5,402,002	02/13/2018
Natural Insight	5,031,534	08/30/2016
Fresher Data, Better Decisions	3,844,782	9/07/2010
Capango	5,466,293	05/08/2018
Movista	4,433,141	05/12/2013