

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIDGEVINE, INC.		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL II, LP		
Street Address:	1920 L STREET NW		
Internal Address:	SUITE 550		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88603572	ROOST	
Registration Number:	5894921	DIGITAL LANDING YOUR CONNECTED LIFE, SIM	
Registration Number:	5554861	HOMEPERKS	
Registration Number:	4532620	BRIDGEVINE	
Registration Number:	4532616	BRIDGEVINE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	251096.000003		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	12/23/2019		

CH \$140.00 88603572

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2019 by and between **Multiplier Capital II, LP**, as administrative agent and collateral agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, “Administrative Agent”), and **Updater Inc.**, a Delaware corporation, **Bridgevine, Inc.**, a Delaware corporation, **MoveHQ Inc.**, a Delaware corporation, **Integrity Group Consulting, Inc.**, an Ohio corporation, **Asset Controls, Inc.**, a Missouri corporation, **WIRG LLC**, a Missouri limited liability company, **MOVINGSOFTWARE, LLC**, an Ohio limited liability company, and **VerticalOne Inc.**, a Delaware corporation (jointly and severally, collectively and individually, “Grantor”), with reference to the following facts:

A. Administrative Agent, Grantor and the lenders party thereto, are parties to that certain Loan and Security Agreement dated December __, 2019 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Administrative Agent a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days


prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Administrative Agent's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Administrative Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

19 Union Square West
12th Floor
New York, NY 10001

Updater Inc.

By: 
Name: David Greenberg
Title: Chief Executive Officer

Address of Grantor:

5555 Glenridge Connector,
Suite 1000,
Atlanta, GA 30342

Bridgevine, Inc.

By: _____
Name: Sean Barry
Title: Chief Executive Officer

Address of Grantor:

6432 E. Main St.
Reynoldsburg, Ohio, 43068

MoveHQ Inc.

By: _____
Name: Brian Ferguson
Title: President

Address of Grantor:

6432 E. Main St.
Reynoldsburg, Ohio, 43068

Integrity Group Consulting, Inc.

By: _____
Name: Brian Ferguson
Title: President

Address of Grantor:

3440 Hollenberg Drive,
St. Louis, MO 63044

Asset Controls, Inc.

By: _____
Name: Brian Ferguson
Title: President

Address of Grantor:

3440 Hollenberg Drive,
St. Louis, MO 63044

WIRG LLC

By: _____
Name: Brian Ferguson
Title: President

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3440 Hollenberg Drive,
St. Louis, MO 63044

MOVINGSOFTWARE, LLC

By: _____
Name: Brian Ferguson
Title: President

Address of Grantor:

19 Union Square West
12th Floor
New York, NY 10001

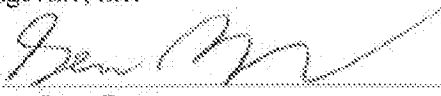
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Title: Chief Executive Officer

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MovelIQ Inc.

By: _____
Name: Brian Ferguson
Title: President

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Title: President

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Title: Chief Executive Officer


Bridgevine, Inc.

By: _____
Name: Sean Barry
Title: Chief Executive Officer


MoveHQ Inc.

By:  _____
Name: Brian Ferguson
Title: President


Integrity Group Consulting, Inc.

By:  _____
Name: Brian Ferguson
Title: President

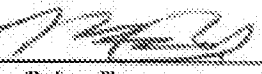
Asset Controls, Inc.

By:  _____
Name: Brian Ferguson
Title: President

WIRG LLC

By:  _____
Name: Brian Ferguson
Title: President

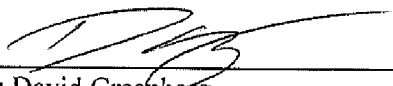
MOVINGSOFTWARE, LLC

By:  _____
Name: Brian Ferguson
Title: President

Address of Grantor:

19 Union Square West
12th Floor
New York, NY 10001

VerticalOne Inc.

By: 
Name: David Greenberg
Title: President

Address of Administrative Agent:

1920 L Street NW, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By: _____
Name: _____
Title: _____

[Signature Page—Intellectual Property Security Agreement]

[Signature Page – IPSA]

TRADEMARK
REEL: 006824 FRAME: 0012

Address of Grantor:

VerticalOne Inc.

19 Union Square West
12th Floor
New York, NY 10001

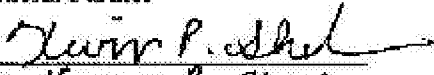
By: _____
Name: David Greenberg
Title: President

Address of Administrative Agent:

MULTIPLIER CAPITAL II, LP

1920 L Street NW, Suite 550
Washington, DC 20036

By: Multiplier Capital II GP, LLC,
Its General Partner

By: 
Name: Kevin P. Sheehan
Title: Managing Member

(Signature Page—Intellectual Property Security Agreement)

[Signature Page - IPSA]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DIGITAL LANDING YOUR CONNECTED LIFE, SIMPLIFIED	5894921	10-29-19
HOMEPERKS	5554861	9-4-2018
BRIDGEVINE	4532620	5-20-2014
BRIDGEVINE	4532616	5-20-2014
ROOST	88603572	9-4-2019
MOBILEMOVER	4755267	6-16-2015

SCHEDULE B

Patents and Patent Applications

None.

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None.