

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST INSIGHT, INC.		12/31/2019	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: 3			
Property Type	Number	Word Mark	
Registration Number:	4730480	QUANTIBUY	
Registration Number:	4216973	I FIRST INSIGHT	
Registration Number:	3739570	FIRST INSIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	804-775-1846		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Stephanie A. Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	01/02/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2019 by and between FIRST INSIGHT, INC., a Delaware corporation ("**Borrower**"), 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 Borrower under that certain Loan and Security Agreement by and between Lender and Borrower 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, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which 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 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.

Address of Borrower:

2000 Ericsson Drive, Suite 200
Warrendale, PA 15086

BORROWER:

FIRST INSIGHT, INC.,
a Delaware corporation

By: 

Name: Robert P. Culhane

Title: Chief Financial Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST INSIGHT, INC.)
Signature Page

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TRADEMARK
REEL: 006829 FRAME: 0952

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: Chris Julich

Title: Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST INSIGHT, INC.)
Signature Page

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TRADEMARK
REEL: 006829 FRAME: 0953




SCHEDULE A
Copyrights

None.

SCHEDULE B
Patents

None.

SCHEDULE C
Trademarks

Mark	Jurisdiction	Application Number and Filing Date	Registration Number and Date
QUANTIBUY	United States	86304259 6/9/2014	4730480 5/5/2015
 FIRSTINSIGHT	United States	85525617 1/26/2012	4216973 10/2/2012
First Insight	United States	77760506 6/16/2009	3739570 1/19/2010
 FIRSTINSIGHT	EU	1736013 1/7/2015	
 FIRSTINSIGHT	Canada	014333934 7/7/2015	