

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Persado Inc.		02/04/2020	Corporation: DELAWARE
Persado Intellectual Property Limited		02/04/2020	Company: UNITED KINGDOM
Persado UK Limited		02/04/2020	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc.		
Street Address:	2951 28TH STREET, SUITE 1000		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4808880	PERSADO	
Registration Number:	5042826	PERSADO GO	
Registration Number:	5051253	PERSADO GO	
Serial Number:	88398705	WORDS MATTER	
Serial Number:	88541002	[PERSADO]	
Serial Number:	88540999	P	
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:	8013374500		
Email:	nwells@legendslaw.com		
Correspondent Name:	Nicholas D. Wells		
Address Line 1:	330 Main St.		
Address Line 4:	Kaysville, UTAH 84037		
NAME OF SUBMITTER:	Nicholas D. Wells		
SIGNATURE:	/Nicholas Wells/		

OP \$165.00 4808880

DATE SIGNED:	02/12/2020
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Agreement”), dated as of February 4, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Obsidian Agency Services, Inc., a California corporation, as collateral agent for Lenders (the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of February 4, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Collateral Agent, Obsidian Agency Services, Inc., a California corporation, as administrative agent for Lenders, Lenders and Persado Inc., Lenders have agreed to make Credit Extensions (collectively, “Loans”) to Persado Inc. upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Credit Agreement, to induce Lenders to make the Loans thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Collateral Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Collateral Agent, and grants to Collateral Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the “Collateral”):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Grantors excluded from the definition of "Collateral" under the Credit Agreement.

3. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. **Credit Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. **Termination.** Upon the payment in full of the Obligations (other than inchoate indemnity obligations), the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Collateral Agent shall, at Grantors' request and expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

6. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** California law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Collateral Agent each submit to the exclusive

jurisdiction of the State and Federal courts in Los Angeles County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Collateral Agent. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 10 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND COLLATERAL AGENT AND EACH LENDER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION IN CONNECTION WITH THE LOAN DOCUMENTS, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

(c) Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all

discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

(d) **Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

Persado Inc.

By: _____
Name:
Title:

Persado Intellectual Property Limited

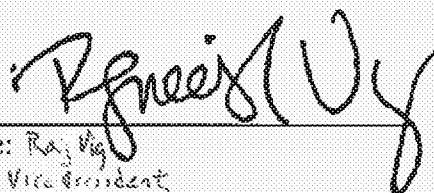
By: _____
Name:
Title:

Persado UK Limited

By: _____
Name:
Title:

COLLATERAL AGENT:

Obsidian Agency Services, Inc., a California corporation, as Collateral Agent




Name: Raj Vignani
Title: Vice President


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


Persado Inc.

By: 
Name: Alexis Vratskides
Title: Chief Executive Officer

Persado Intellectual Property Limited

By: 
Name: Alexis Vratskides
Title: CEO

Persado UK Limited

By: 
Name: Alexis Vratskides
Title: CEO

COLLATERAL AGENT:

Obsidian Agency Services, Inc., a California corporation, as Collateral Agent

Name:
Title:

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder
Message Optimization	WO/2011/076318	12 November 2010	WO	Persado UK Limited
Message Optimization	U.S. Patent No. 9,741,043 8/22/17	18 June 2012 Claims priority from UK and PCT application	US	Persado Intellectual Property Limited
System, Method, and Computer Program for Identifying Message Content To Send To Users Based On User Language Characteristics	U.S. Patent No. 9,268,769 02/23/16	14 Dec 2012 Claims priority of 61/577,662 filed 20 Dec 2011 and CIP of 13/517,032 filed 18 June 2012	US	Persado Intellectual Property Limited
System and Method for Recommending a Grammar for a Message Campaign Used by a Message Optimization System	U.S. Patent No. 10,395,270 08/27/19	17 May 2012	US	Persado Intellectual Property Limited
Message Optimization	U.S. Patent No. 10,269,028 4/23/19	19 July 2017	US	Persado Intellectual Property Limited
System, Method, and Computer Program Product for Monitoring and Responding to the Performance of an Ad	U.S. Patent No. 10,504,137 12/10/19	08 Oct 2015	US	Persado Intellectual Property Limited

Patent Applications:

Description of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder
Message Optimization	Serial No. 10 781 437.8	23 July 2012 Claims priority	EP	Persado Intellectual Property Limited

Description of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder
		from the UK and expired PCT applications (1102PCT)		
System, Method, and Computer Program for Providing an Instance of a Promotional Message to a User Based on a Predicted Emotional Response Corresponding to User Characteristics	Serial No. 15/373,271	08 Dec 2016 Claims priority of 62/265,286 filed 09 Dec 2015	US	Persado Intellectual Property Limited
System and Method for Recommending a Grammar for a Message Campaign Used by a Message Optimization System	Serial No. 16/508,600	11 July 2019	US	Persado Intellectual Property Limited

Patent Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
None.		

Trademarks:

Trademark	Trademark Number	Date of Filing	Jurisdiction of Filing	Name of trademark holder if other than Borrower
PERSADO	4808880	Nov. 15, 2012	US	Persado Intellectual Property Limited
PERSADO GO	5042826	Oct. 22, 2015	US	Persado Intellectual Property Limited
PERSADO GO	5051253	Oct. 22, 2015	US	Persado Intellectual Property Limited
PERSADO GO	014761969	Nov. 04, 2015	EUTM	Persado Intellectual Property Limited
PERSUASION, ENGINEERED	014761985	Nov 04, 2015	EUTM	Persado Intellectual Property Limited

Trademark Applications:

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
WORDS MATTER	88/398705	Apr. 23, 2019	US	Persado Intellectual Property Limited
[PERSADO]	88/541002	Jul. 26, 2019	US	Persado Intellectual Property Limited
P Logo	88/540999	Jul. 26, 2019	US	Persado Intellectual Property Limited

Trademark Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
None.		

Registered Copyrights:

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower
None.				

Registered Copyright Applications:

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
None.				

Copyright Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
None.		

Other Material Intellectual Property Licenses/Agreements:

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License
None.		