

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563701

<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>
EXPERTVOICE, INC.		02/24/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALIGNMENT DEBT HOLDINGS 1, LLC		
<b>Street Address:</b>	500 7th Avenue, 8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3033586	3POINT5	
<b>Registration Number:</b>	3958825	PROMOTIVE	
<b>Registration Number:</b>	3958826	3POINT5	
<b>Registration Number:</b>	4250208	EXPERTICITY	
<b>Serial Number:</b>	87417496		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9736247070		
<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>	973-622-4444		
<b>Email:</b>	mfriscia@mccarter.com, kknoll@mccarter.com		
<b>Correspondent Name:</b>	MICHAEL R. FRISCIA		
<b>Address Line 1:</b>	MCCARTER & ENGLISH, LLP		
<b>Address Line 2:</b>	100 MULBERRY STREET, FOUR GATEWAY CENTER		
<b>Address Line 4:</b>	NEWARK, NEW JERSEY 07102		
<b>ATTORNEY DOCKET NUMBER:</b>	128929-00017		
<b>NAME OF SUBMITTER:</b>	Michael R. Friscia		
<b>SIGNATURE:</b>	/Michael R. Friscia/		
<b>DATE SIGNED:</b>	02/25/2020		

CH \$140.00 3033586

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is entered into as of February 24, 2020, by **EXPERTVOICE, INC.**, a Delaware corporation ("**Grantor**"), to and in favor of **ALIGNMENT DEBT HOLDINGS 1, LLC**, a Delaware limited liability company ("**Agent**"), in its capacity as agent for the Lenders (in such capacity, "**Secured Party**") identified in the Loan Agreement dated as of the date hereof (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among Grantor, Secured Party and the Lenders party thereto from time to time.

### RECITALS

A. Pursuant to the Loan Agreement, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party a Pledge and Security Agreement dated as of the date hereof (the "**Security Agreement**"), granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of intellectual property, in particular.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following intellectual property and related assets, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "**Collateral**" for purposes of this Agreement):

(a) Any and all domestic and foreign copyrights, whether registered or not, including without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by Grantor, all applications, registrations and recordings thereof (including without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) All domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, of Grantor, now existing or hereafter acquired, all applications, registrations and recordings thereof (including without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(c) All domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by Grantor, all applications, registrations and recordings thereof (including without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, but excluding "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable Law), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records (as defined in the UCC) of Grantor relating to the distribution of products and services in connection with which any of such marks are used, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for such use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks may impair the validity of enforceability of such intent-to-use trademarks under applicable Law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another Person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable Law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made in writing that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within 30 days after the last day of each fiscal quarter, a report signed by a Responsible Officer of Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use diligent efforts to (i) protect, defend and maintain the validity and enforceability of the material Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business; and

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within 30 days after the date of this Agreement, and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except in each case with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take 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.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by Law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name

of Secured Party or a third party to the extent permitted under the UCC as in effect in the State of New York.

4. Events of Default. The occurrence of any Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Governing Law, Jurisdiction; Waiver of Right to Trial by Jury; Reinstatement. Sections 10.14 (*Governing Law; Jurisdiction; Etc.*), 10.15 (*Waiver of Right to Trial by Jury*) and 10.19 (*Reinstatement*) of the Loan Agreement are incorporated into this Agreement as if stated in full herein, *mutatis mutandis*.

7. Counterparts. 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 hereto have executed this Agreement on the day and year first above written.

Address of Grantor:  
ExpertVoice, Inc.  
9 Exchange Place, Suite 1000  
Salt Lake City, Utah 84111  
Attn: Heather Mercier

GRANTOR:

EXPERTVOICE, INC.

By: 

Name: Heather Mercier

Title: Corporate Secretary

Address of Secured Party:  
Alignment Debt Holdings 1, LLC,  
500 7th Avenue, 8th Floor  
New York, NY 10018  
Attn: Vadim Margulis, Manager

SECURED PARTY:

ALIGNMENT DEBT HOLDINGS 1, LLC

By: \_\_\_\_\_

Name: Vadim Margulis

Title: Manager

*[Signature page to Intellectual Property Security Agreement]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:  
ExpertVoice, Inc.  
9 Exchange Place, Suite 1000  
Salt Lake City, Utah 84111  
Attn: Heather Mercier

**GRANTOR:**

**EXPERTVOICE, INC.**

By: \_\_\_\_\_  
Name: Heather Mercier  
Title: Corporate Secretary

Address of Secured Party:  
Alignment Debt Holdings 1, LLC,  
500 7th Avenue, 8th Floor  
New York, NY 10018  
Attn: Vadim Margulis, Manager

**SECURED PARTY:**

**ALIGNMENT DEBT HOLDINGS 1, LLC**

By: Vadim Margulis  
Name: Vadim Margulis  
Title: Manager

*[Signature page to Intellectual Property Security Agreement]*

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

Case Ref	Owner	Due Date	Due Date Description	Title	Application No. Registration No.	Application Date Registration Date	Description	Case Status
16251.1	3POINT5	6/21/2022	Next Maintenance Fee	Training Retail Staff Members Based on Storylines (Edu-Game)	11/038551 7856374	1/19/2005 12/21/2010		Registered (Patent)

**EXHIBIT C**  
**U.S. Trademarks**

Case Ref	Owner	Due Date	Due Date Description	Title	Application No. Registration No.	Application Date Registration Date	Description	Case Status
16251.2	Expertvoice, Inc.	12/27/2025	Trademark Renewal Deadline	3POINT5	76/594200 3033586	5/24/2004 12/27/2005	<b>Class 41:</b> Providing training to retail sales personnel on brands via the Internet <b>Class 42:</b> Computer services, namely, creating, designing, implementing, maintaining, managing, and hosting web sites for others	Registered (Trademark)
16251.4	Expertvoice, Inc.	5/10/2021	Trademark Renewal Deadline	PROMOTIVE	77/854912 3958825	10/22/2009 5/10/2011	<b>Class 35:</b> Promoting the goods and services of others to targeted groups of consumers by providing a website portal featuring product information and discount information; on-line retail store services in the field of general merchandise <b>Class 41:</b> Providing retail sales training to retail sales personnel via the Internet	Registered (Trademark)
16251.6	Expertvoice, Inc.	5/10/2021	Trademark Renewal Deadline	3POINT5	77/854921 3958826	10/22/2009 5/10/2011	<b>Class 35:</b> Promoting the goods and services of others to the general public and to targeted groups of consumers by providing a website portal featuring product information and discount information; on-line retail store services in the field of general merchandise <b>Class 41:</b> Providing retail sales training to retail sales personnel via the Internet	Registered (Trademark)
16251.17	Expertvoice, Inc.	11/28/2022	Trademark Renewal Deadline	EXPERTICITY	85/633569 4250208	05/23/2012 11/27/2012	<b>Class 35:</b> Promoting the goods and services of others to targeted groups of consumers by providing a website portal featuring product information and discount information; online retail sales in the field of general merchandise	Registered (Trademark)
1625.31	Expertvoice, Inc.	n/a	n/a		87/417496	4/19/2017	<b>Class 9:</b> Downloadable mobile application for product specialists to rate, review and recommend products and earn rewards;	Opposed (Trademark)

Case Ref	Owner	Due Date	Due Date Description	Title	Application No. Registration No.	Application Date Registration Date	Description	Case Status
							<p>Downloadable mobile applications for use in training sales personnel.</p> <p><b>Class 35:</b> Providing a website portal for consumer product specialists to rate, review and recommend consumer products for commercial purposes; providing a website portal for consumer product specialists to communicate with other consumer product specialists; brand evaluating services; brand positioning services; Promoting the goods and services of others to the general public and to targeted groups of consumers by providing a website portal featuring product information, discount information and reviews and comments regarding such products; Promoting the goods and services of others to the general public and to targeted groups of consumers by providing a ranking system featuring knowledge and influence of skilled evaluators; providing brand incentive award programs for skilled industry professionals and consumer product specialists in the form of product offers, discounts, samples and insider knowledge applicable to their field of expertise; Providing a web-based system and on-line portal for users to promote its goods and services to targeted groups of consumers and gather consumer information in the field of consumer products and services; providing a marketing platform, namely, a website portal, for users to conduct product campaigns to targeted groups of consumers and gather consumer information in the field of consumer products and services; providing a marketing platform for consumer product specialists to gather consumer product information and earn</p>	

Case Ref	Owner	Due Date	Due Date Description	Title	Application No. Registration No.	Application Date Registration Date	Description	Case Status
							<p>discount information via an incentive award program for consumer product specialists.</p> <p><b>Class 41:</b> Providing retail sales training to retail sales personnel via the internet and non-downloadable mobile applications.</p> <p><b>Class 42:</b> Platform as a service (PAAS) featuring computer software platforms for use in gathering consumer information, manage, consumer data, and to conduct product marketing campaigns, product category campaigns, and consumer product informational campaigns; providing a web content hosting platform for use in gathering consumer information, manage consumer data and to conduct product campaigns, product category campaigns, and consumer product informational campaigns; Platform as a service (PAAS) featuring computer software platforms for product specialists to rate, review and recommend products; Platform as a service (PAAS) featuring computer software platforms for product specialists to communicate with other product specialists.</p>	