

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4C INSIGHTS INC.		03/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	300-8 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 1B5		
Entity Type:	Private Limited Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4769597	4C INSIGHTS	
Registration Number:	5718019	SCOPE BY 4C	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	339935-101		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	03/11/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 6, 2020, by and between **ESPRESSO CAPITAL LTD.** (“Espresso”) and **4C INSIGHTS INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. Espresso 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 that certain Credit Facility and Security Agreement by and between Espresso and Grantor, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Espresso is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Espresso a security interest in certain Copyrights, Trademarks and Patents owned by or registered in the name of Grantor, in order to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Espresso a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Espresso, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other Espresso Loan Document now existing or hereafter arising between Grantor and Espresso, Grantor grants and pledges to Espresso a security interest in all of Grantor’s right, title and interest in, to and under the registered Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto and the goodwill associated with such listed Trademarks, and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Espresso under the Loan Agreement. The rights and remedies of Espresso with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Espresso Loan Documents, and those which are now or hereafter available to Espresso as a matter of law or equity. Each right, power and remedy of Espresso provided for herein or in the Loan Agreement or any of the other Espresso Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein and the exercise by Espresso of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Espresso Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Espresso, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and/or Trademarks owned by or registered in the name of Grantor in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, 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. Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by telecopy or PDF or other electronic means will be as effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable, and each party utilizing telecopy, PDF or other electronic means for delivery will deliver a manually executed original counterpart to each other party on request.

This Agreement shall be deemed to have been made under and shall be governed by the laws of the State of New York (without regard to choice of law principles except as set forth in Section 5-1401 of the New York General Obligations Law) in all respects, including matters of construction, validity and performance.

Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

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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.

GRANTOR:

Address of Grantor:

1 East Wacker Drive, Suite 700
Chicago, IL 60601
Attn: Lance Neuhauser, CEO

4C INSIGHTS INC.

By: 

Name: Lance Neuhauser

Title: Chief Executive Officer

BANK:

Address of Espresso:

300-8 King Street West
Toronto, Ontario
M5C 1B5
Attn: Enio Lazzer, COO & CFO

ESPRESSO CAPITAL LTD.

By: _____

Name: Enio Lazzer

Title: COO & CFO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006888 FRAME: 0465

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.

GRANTOR:

Address of Grantor:

1 East Wacker Drive, Suite 700
Chicago, IL 60601
Attn: Lisa Mogensen, CFO

4C INSIGHTS INC.

By:

Name:

Title:

BANK:

Address of Espresso:

300-8 King Street West
Toronto, Ontario
M5C 1B5
Attn: Enio Lazzer, COO & CFO

ESPRESSO CAPITAL LTD.

By: 

Name: Enio Lazzer

Title: COO & CFO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006888 FRAME: 0466

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
A METHOD FOR DELIVERING A TARGETED ADVERTISING TO A SELECTED SET OF RECIPIENT USERS, AS WELL AS A CORRESPONDING COMPUTING SERVER	16/085788	May 10, 2016
METHODS TO OPTIMIZE CONSUMER SUBSAMPLING FROM GROUPS OF INDEPENDENTLY MODELED AUDIENCE SEGMENTS TO ENABLE REPRESENTATIVE COMPARITIVE ANALYTICS	16/552406	August 27, 2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
4C INSIGHTS	4,769,597	December 11, 2013
SCOPE BY 4C	5,718,019	April 2, 2019
4C INSIGHTS AFFINITY GRAPH	5,357,301	December 19, 2017

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