

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RS1NEEDLE, INC.		10/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	6011 West Courtyard Drive		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86100951	NEEDLE	
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>			
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	11/20/2020		
Total Attachments: 6			
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OP \$40.00 86100951

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of October 31, 2020, by and between RS1NEEDLE, INC., a Delaware corporation (“*Borrower*”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender and Borrower are parties to that certain Loan and Security Agreement by and among Lender and Borrower dated as of June 3, 2015 (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.

In connection with the Loan Agreement, Borrower and Lender have entered into a Consent, Joinder and Fourth Amendment to Loan and Security Agreement dated as of the date hereof (the “*Fourth Amendment*”), pursuant to which Borrower joined the Loan Agreement as a “Borrower” thereunder and granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

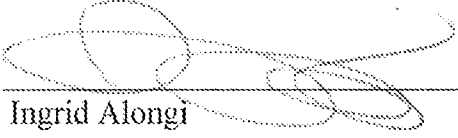
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those 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, the United States Copyright Office or any filing pursuant to The Patent Cooperation Treaty or which is the owner thereof pursuant to an assignment by Needle, Inc.. 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 Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

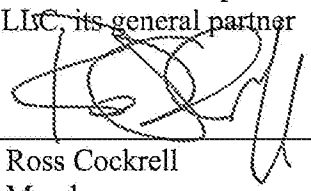
RSINEEDLE, INC.,
a Delaware corporation

By: 
Name: Ingrid Alongi
Title: President

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 
Name: Ross Cockrell
Title: Member

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B
Patents

<u>Description</u>	<u>Registration, Patent, Serial or Application No.</u>	<u>Registration/ Application Date</u>	<u>Government Entity Registered With</u>
Chat Window	US 9,191,615 B1	November 17, 2015	United States Patent and Trademark Office
Curating Chat Transcripts Into Webpages	US 9,311,285 B2	April 12, 2016	United States Patent and Trademark Office
Website Personalization Based on Real-time Visitor Behavior	US Application 15001081	January 19, 2016	United States Patent and Trademark Office
Curating Chat Transcripts Into Webpages	International Application US14/48493	July 28, 2014	WIPO
Dynamic Segmentation of Website Visits	International Application US14/43931	June 24, 2014	WIPO

SCHEDULE C
Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NEEDLE	86100951	10/24/13