

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avertra Corp.		12/14/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	The Freedom Bank of Virginia		
Street Address:	10555 Main Street		
Internal Address:	Suite 100		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22030		
Entity Type:	Chartered Bank: VIRGINIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5569275	A	
Registration Number:	4776766	AVERTRA	
Registration Number:	4858016	MIAGENT	
Registration Number:	4830849	MIBILLS	
Registration Number:	4835195	MIDISCONNECT	
Registration Number:	4893652	MIFIELDSERVICES	
Registration Number:	4782073	MINOTIFICATIONS	
Registration Number:	4949137	MIPROFILE	
Registration Number:	4835194	MIREAD	
Registration Number:	5560349	SIMPLICITY. SYNERGY. INNOVATION.	
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:	(217) 207-2172		
Email:	clazarides@spinationwide.com		
Correspondent Name:	Cayleigh Lazarides		
Address Line 1:	524 S. 2nd St., Suite 505		
Address Line 2:	Lincoln Tower Plaza		

OP \$265.00 5569275

TRADEMARK

Address Line 4:	Springfield, ILLINOIS 62701
NAME OF SUBMITTER:	Mitchell L. Garrett
SIGNATURE:	/Mitchell L. Garrett/
DATE SIGNED:	01/27/2021
Total Attachments: 8 source=IP Security Agreement (251727.18)#page1.tif source=IP Security Agreement (251727.18)#page2.tif source=IP Security Agreement (251727.18)#page3.tif source=IP Security Agreement (251727.18)#page4.tif source=IP Security Agreement (251727.18)#page5.tif source=IP Security Agreement (251727.18)#page6.tif source=IP Security Agreement (251727.18)#page7.tif source=IP Security Agreement (251727.18)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 14, 2020 by and between (i) **THE FREEDOM BANK OF VIRGINIA** (“**Bank**”), and (ii) **AVERTRA CORP**, a Virginia corporation, as grantor (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank 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 (as defined in the Credit Agreement).

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 the Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire

goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

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

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

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

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.

THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

580 Herndon Parkway, Suite 300

Herndon, VA 20170

Attn: Ned Williams

Email: nwilliams@avertra.com

AVERTRA CORP

DocuSigned by:
Ned Williams
By: _____ (SEAL)
Name: Ned Williams
Title: Chief Financial Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By: _____
Name: Shaun E. Murphy
Title: Executive Vice President and
Chief Operating Officer

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

580 Herndon Parkway, Suite 300
Herndon, VA 20170
Attn: Ned Williams
Email: nwilliams@avertra.com

GRANTOR:

AVERTRA CORP

By: _____ (SEAL)
Name: Ned Williams
Title: Chief Financial Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By: _____
Name: Shaun E. Murphy
Title: Executive Vice President and
Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007171 FRAME: 0250

EXHIBIT A

Copyrights

No copyright registrations.


EXHIBIT B

Patents

No patent registrations.

EXHIBIT C

Trademarks

Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner
<u>A and Design</u> 	RN: 5569275 SN: 87780605	February 1, 2018	September 25, 2018	Avertra Corp. (Virginia Corp.)
<u>AVERTRA</u>	RN: 4776766 SN: 86463676	November 24, 2014	July 21, 2015	Avertra Corp. (Virginia Corp.)
<u>MIAGENT</u>	RN: 4858016 SN: 86498358	January 8, 2015	November 24, 2015	Avertra Corp. (Virginia Corp.)
<u>MIBILLS</u>	RN: 4830849 SN: 86544697	February 24, 2015	October 13, 2015	Avertra Corp. (Virginia Corp.)
<u>MIDISCON NECT</u>	RN: 4835195 SN: 86498363	January 8, 2015	October 20, 2015	Avertra Corp. (Virginia Corp.)
<u>MIFIELDSE RVICES</u>	RN: 4893652 SN: 86499501	January 9, 2015	January 26, 2016	Avertra Corp. (Virginia Corp.)
<u>MINOTIFIC ATIONS</u>	RN: 4782073 SN: 86532845	February 12, 2015	July 28, 2015	Avertra Corp. (Virginia Corp.)
<u>MIPROFILE</u>	RN: 4949137 SN: 86530732	February 10, 2015	May 3, 2016	Avertra Corp. (Virginia Corp.)

Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner
<u>MIREAD</u>	RN: 4835194 SN: 86498360	January 8, 2015	October 20, 2015	Avertra Corp. (Virginia Corp.)
<u>SIMPLICIT</u> <u>Y.</u> <u>SYNERGY.</u> <u>INNOVATI</u> <u>ON.</u>	RN: 5560349 SN: 87780576	February 1, 2018	September 11, 2018	Avertra Corp. (Virginia Corp.)