

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623177

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEOGRAPHIC INFORMATION SERVICES, INC.		01/29/2021	Corporation: ALABAMA
GEOPIPHANY, LLC		01/29/2021	Limited Liability Company: DELAWARE
GISIP, LLC		01/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EagleBank
Street Address:	11961 Tech Road, Lower Level
Internal Address:	Attn: Loan Servicing/Documentation
City:	Silver Spring
State/Country:	MARYLAND
Postal Code:	20904
Entity Type:	Banking Institution: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4670476	GISI INDOORS MAPPING · POSITIONING · ANA
Registration Number:	4958584	GISI SMARTSITE
Registration Number:	4528586	GIS HEALTHCHECK
Registration Number:	5344166	GISINC
Registration Number:	5693879	COST MAP
Registration Number:	5757797	GEOIOT
Registration Number:	5945498	MAPMASQ

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1322054
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	01/29/2021

Total Attachments: 5

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**JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND GRANT OF
INTELLECTUAL PROPERTY SECURITY INTEREST**

THIS JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND GRANT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of January 29, 2021 (this "Joinder"), is made by GEOGRAPHIC INFORMATION SERVICES, INC., an Alabama corporation, GEOPIPHANY, LLC, a Delaware limited liability company and GISIP, LLC, a Delaware limited liability company (collectively, the "Joined Borrowers"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the hereinafter defined IP Security Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of March 2, 2020 (as amended, modified or restated from time to time, the "Loan Agreement"), by and among Continental Mapping Acquisition Corp., a Delaware corporation ("Holdings"), Continental Mapping Consultants, LLC, a Delaware limited liability company ("CMC"), TSG SOLUTIONS, INC., a Delaware corporation, DELPHI RESEARCH, INC., a California corporation, the Joined Borrowers and the other "Borrower" parties thereto from time to time (collectively, the "Borrowers") and EagleBank (the "Lender"), the Borrowers obtained loans and certain other financial accommodations (collectively, the "Loan") from the Lender;

WHEREAS, to evidence the Lender's lien on the Collateral, certain Borrowers executed and delivered to the Lender, among other things, that certain Intellectual Property Security Agreement dated as of March 2, 2020 (as the same may be modified, amended, restated or replaced from time to time, the "IP Security Agreement") and that certain Grant of Intellectual Property Security Interest dated as of March 2, 2020 (as the same may be modified, amended, restated or replaced from time to time, the "IP Assignment"), which IP Assignment was recorded with the U.S. Patent and Trademark Office on March 12, 2020 as Instrument #900539925, Reel 6889, Frame 0666 and Instrument #505963900, Reel 052095, Frame 0226;

WHEREAS, each Joined Borrower has become a Borrower party to the Loan Agreement and certain other Loan Documents (as defined in the Loan Agreement), including, without limitation, the IP Security Agreement and the IP Assignment, pursuant to that certain Second Modification to Loan Agreement and Other Loan Documents dated of even date herewith (the "Second Modification"); and

WHEREAS, each Joined Borrower desires to enter into this Joinder to confirm and evidence that, pursuant to the Second Modification, the IP Security Agreement and the IP Assignment, said Joined Borrower has granted and conveyed to the Lender, among other things, a continuing security interest in all of such Joined Borrower's Collateral, including, without limitation, all Intellectual Property, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets, and licenses set forth on the Schedule attached to this Joinder.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Joined Borrower hereby agrees as follows:

I. RECITALS. The foregoing Recitals are incorporated herein by this reference and made a part hereof, with the same force and effect as if fully set forth herein.

II. ACKNOWLEDGEMENT OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY; SUPPLEMENTAL GRANT. Each Joined Borrower hereby represents, warrants, acknowledges and agrees that it has granted and conveyed to the Lender a continuing security interest in and to the Joined Borrower's Collateral pursuant to the Second Modification, and acknowledges its operation and binding effect with respect to the IP Security Agreement and the IP

Assignment. Without limiting the foregoing, each Joined Borrower hereby grants and conveys to the Lender, a continuing security interest in all of such Joined Borrower's right, title and interest in, to and under all Joined Borrower's Intellectual Property Collateral (as defined in the IP Assignment), whether now owned or hereafter acquired, including, without limitation, the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached hereto. The Schedule attached hereto supplements the Schedule attached to the IP Security Agreement and the IP Assignment; it is not intended to amend, restate or replace the Schedule attached to the IP Security Agreement or the IP Assignment.

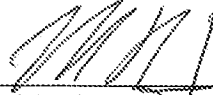
III. SECURITY AGREEMENT. The Joined Borrowers hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Joined Borrowers' Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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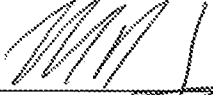
IN WITNESS WHEREOF, the Joined Borrowers have caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOINED BORROWERS:

GEOGRAPHIC INFORMATION SERVICES, INC., an Alabama corporation

By: 
Name: Michael Ivey
Title: Treasurer

GEOPIPHANY, LLC, a Delaware limited liability company

By: 
Name: Michael Ivey
Title: Treasurer

GISIP, LLC, a Delaware limited liability company

By: 
Name: Michael Ivey
Title: Treasurer

ACKNOWLEDGED AND AGREED TO:

EAGLEBANK

By: _____
Name: _____
Title: _____

[Signature Page to Joinder to Intellectual Property Security Agreement and Grant of Intellectual Property Security Interest]

IN WITNESS WHEREOF, the Joined Borrowers have caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOINED BORROWERS:

GEOGRAPHIC INFORMATION
SERVICES, INC., an Alabama corporation

By: _____
Name: Michael Ivey
Title: Treasurer

GEOIPHANY, LLC, a Delaware limited
liability company

By: _____
Name: Michael Ivey
Title: Treasurer

GISIP, LLC, a Delaware limited liability
company

By: _____
Name: Michael Ivey
Title: Treasurer

ACKNOWLEDGED AND AGREED TO:

EAGLEBANK

By: _____
Name: *Jeffery M. Rubenoy*
Title: *SVP*

*[Signature Page to Joinder to Intellectual Property Security Agreement and Grant of
Intellectual Property Security Interest]*

Schedule of
Joined Borrowers' Intellectual Property Collateral

The following Registered Intellectual Property is held in the name of Geographic Information Services, Inc.:

Mark	Reg. No.	Reg. Date
GISI INDOORS MAPPING POSITIONING ANALYTICS	4670476	January 13, 2015
GISI SMARTSITE	4958584	May 17, 2016
GIS HEALTHCHECK	4528586	May 13, 2014
GISINC	5344166	November 28, 2017
COST MAP	5693879	March 5, 2019
GEOIOT	5757797	May 21, 2019
MAPMASQ	5945498	December 24, 2019

Copyright Title	Reg. No.	Reg. Date
Map Book Generator: version 8.1.	TX0005608149	December 6, 2001
Address therapist	TXu001056151	December 6, 2001
GIS Document Manager: version 1.1	TX0005608150	December 6, 2001
CryptAnalyst: version 1.91	TX0005608148	December 6, 2001
Public View: version 2.0	TX0005608147	December 6, 2001
Zoning Analyst: version 8.1	TX0005608146	December 6, 2001