

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTINENTAL MAPPING ACQUISITION CORP.		01/29/2021	Corporation: DELAWARE
CONTINENTAL MAPPING CONSULTANTS, LLC		01/29/2021	Limited Liability Company: DELAWARE
GEOGRAPHIC INFORMATION SERVICES, INC.		01/29/2021	Corporation: ALABAMA
GEOIPHANY, LLC		01/29/2021	Limited Liability Company: DELAWARE
GISIP, LLC		01/29/2021	Limited Liability Company: DELAWARE
TSG SOLUTIONS, INC.		01/29/2021	Corporation: DELAWARE
DELPHI RESEARCH, INC.		01/29/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Route 2 Capital Partners SBIC, L.P., as Investor
Street Address:	110 East Court Street
Internal Address:	Suite 501
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29601
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	88412838	CONTINENTAL MAPPING
Registration Number:	4670476	GISI INDOORS MAPPING · POSITIONING · ANA
Registration Number:	4958584	GISI SMARTSITE
Registration Number:	4528586	GIS HEALTHCHECK
Registration Number:	5344166	GISINC
Registration Number:	5945498	MAPMASQ
Registration Number:	5757797	GEOIOT
Registration Number:	5693879	COST MAP

CH \$215.00 88412838

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: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	27631.515017
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	01/29/2021

Total Attachments: 19

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This Intellectual Property Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement") dated as of January 29, 2021, by and among (i) ROUTE 2 CAPITAL PARTNERS SBIC, L.P., (ii) CONTINENTAL MAPPING ACQUISITION CORP., CONTINENTAL MAPPING CONSULTANTS, LLC, TSG SOLUTIONS, INC., DELPHI RESEARCH, INC., GEOGRAPHIC INFORMATION SERVICES, INC., GEOPIPHANY, LLC, GISIP, LLC (collectively, the "Borrower") and (iii) EAGLEBANK (together with any replacement lender in connection with a "Permitted Refinancing" (as defined in the Subordination Agreement), the "Senior Lender"), to the indebtedness (including interest) owed by Borrower pursuant to that certain Loan Agreement dated as of March 2, 2020, between Borrower and the Senior Lender, as such Loan Agreement has been, is currently being and hereafter may be amended, restated, supplemented, refinanced pursuant to a Permitted Refinancing or otherwise modified from time to time; and each holder of this instrument, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of the 29th day of January, 2021, by CONTINENTAL MAPPING ACQUISITION CORP., a Delaware corporation, CONTINENTAL MAPPING CONSULTANTS, LLC, a Delaware limited liability company, GEOGRAPHIC INFORMATION SERVICES, INC., an Alabama corporation, GEOPIPHANY, LLC, a Delaware limited liability company, GISIP, LLC, a Delaware limited liability company, TSG SOLUTIONS, INC., a Delaware corporation, DELPHI RESEARCH, INC., a California corporation, and each other "Borrower" party to the hereinafter defined Investment Agreement (each, a "**Borrower**" and collectively, the "**Borrowers**") in favor of ROUTE 2 CAPITAL PARTNERS SBIC, L.P. ("**Investor**"). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in that certain Investment Agreement dated of even date herewith (as the same may be modified, amended or restated from time to time, the "**Investment Agreement**"), by and among the Investor, the Borrowers and the guarantors party thereto.

WITNESSETH:

To secure repayment of the loans and other financial accommodations (collectively, the "**Loan**") made by the Investor to the Borrowers pursuant to the Investment Agreement, in the aggregate maximum principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), plus all interest, fees and other charges payable in connection with the Loan, which Loan is evidenced by the Debenture; and also to secure any other Obligations, indebtedness or liability of the Borrowers to the Investor, whether direct or indirect, joint, several, joint and several, absolute or contingent, due or to become due or now existing or hereafter created or arising under the Loan Documents, including without limitation, all future advances or loans which may be made to the Borrowers at the option of the Investor in connection with the Loan or otherwise (all of the foregoing being herein collectively referred to as the "**Indebtedness**"), the Borrowers hereby grant and convey to the Investor, a continuing security interest in all of the Borrowers' right, title and interest in and to the following (collectively, the "**Collateral**"):

(a) all patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses (to the extent assignable and transferable), patent applications, service mark applications, trademark applications and mask work applications and other intellectual property, which, in each case, are owned by any Borrower and are now or hereafter

filed with the United States Patent and Trademark Office, or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the patents, trademarks, trademark registrations, trade names, trademark applications, service marks, mask works, copyrights, licenses and other intellectual property listed on Schedule 1 attached hereto and made a part hereof, and (i) any and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof; (ii) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringement thereof; (iii) the right to sue for past, present and future infringement thereof; and (iv) any and all rights corresponding thereto throughout the world (all of the foregoing patents, trademarks, trademark registrations, trade names, trademark applications, service marks, mask works, copyrights, licenses, and other intellectual property, together with all other items described in the foregoing clauses (i) - (iv) of this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the “**Intellectual Property**”); and

(b) the goodwill of the Borrowers’ business connected with and symbolized by the Intellectual Property.

Notwithstanding the foregoing, “Collateral” and “Intellectual Property” shall not include (A) the grant or conveyance of a security interest in any agreement or contract, which by its terms or applicable law may not be conveyed; provided, that, (i) Collateral shall include such contract or agreement if any such prohibition is unenforceable pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any successor provision or provisions) of the UCC, other applicable law or principles of equity; (ii) to the extent any such contract, or agreement is prohibited from being pledged, Borrowers shall not create or permit any other lien or security interest to attach to such contract or agreement; and (iii) the foregoing shall in no way limit, impair or otherwise affect Investor’s unconditional continuing security interests in and liens upon any rights or interests of Borrowers in or to the proceeds of, or any accounts, receivables or other monies due or to become due under, any such contract or agreement; provided further that immediately upon the ineffectiveness, lapse or termination of any such prohibition on the grant of such security interest or lien, the Collateral shall include, and Borrowers shall be deemed to have granted to Investor a security interest in and liens upon, all such right, title and interest of Borrowers in any such contract or agreement as if such prohibition had never been in effect, (B) any “intent to use” trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under federal law or (C) any Excluded Accounts.

In connection with the security interest hereby granted and executed, the Borrowers jointly and severally represent, warrant, covenant and agree as follows:

1. License

(a) Grant of License to the Investor. Subject to the terms of the Subordination Agreement, each Borrower hereby grants to the Investor, a non-exclusive, assignable right and license (i) under the Intellectual Property to the extent assignable and transferable, to use such

Intellectual Property following the occurrence of an Event of Default (as defined in Section 8 of this Agreement) which has continued unremedied beyond any applicable notice and grace period; and (ii) under any license agreements held by any Borrower with respect to Intellectual Property owned by any person or entity other than a Borrower (to the extent permitted under such agreements), to sell Collateral bearing any such Intellectual Property (to the extent that such license is reasonably necessary to permit or to facilitate the collection of any accounts of any Borrower) following the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and grace period, or the disposition of any Collateral following the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and grace period. The right and license granted pursuant to this subparagraph (the “**License**”) shall not require payment by the Investor of any royalty or other payments or fees, and the permitted use by the Investor thereunder shall be (A) worldwide, and (B) limited only by those restrictions to which such Borrower is subject pursuant to the terms of the Intellectual Property.

(b) Term of License. The term of the License (the “**License Term**”) shall continue until the earliest of (i) the expiration of all of the Intellectual Property, or (ii) payment in full of all Indebtedness (excluding contingent indemnification obligations for which no claim has been made); or (iii) disposition of all Collateral and any proceeds thereof in connection with the enforcement of the Investor’s remedies under the Loan Documents and application of the proceeds of such disposition to the satisfaction of the Indebtedness.

2. Restrictions on Future Agreements. Until payment in full of the Indebtedness (excluding contingent indemnification obligations for which no claim has been made), no Borrower will, without the Investor’s prior written consent, (a) enter into any agreement (including, without limitation, any license agreement) that is inconsistent with such Borrower’s obligations under this Agreement, the Investment Agreement or any other Loan Document to which such Borrower is a party; (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Intellectual Property material to the operation of such Borrower’s business), that would have a material adverse effect on the validity or enforceability of the rights transferred to the Investor under this Agreement; or (c) other than the loans owing to Senior Lender, enter into any other contractual indebtedness which is reasonably likely to restrict or inhibit the Investor’s right to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and grace period.

3. New Intellectual Property. Each Borrower represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the material registered patents, trademarks, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work applications and other material intellectual property which are, as of the date hereof, owned by or pending on behalf of such Borrower in the United States or any State of the United States. If, before the payment in full of the Indebtedness (excluding contingent indemnification obligations for which no claim has been made), any Borrower shall (i) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States, or obtain rights to any patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses or other intellectual property used in the United States or any state, territory or possession thereof, or (ii)

become entitled to the benefit of any patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications, mask work applications or other intellectual property in the United States or any state, territory or possession thereof, then, in any such event, the provisions of Section 1 shall automatically apply thereto and such Borrower shall give to the Investor prompt written notice thereof (but in all events within ten (10) Business Days of any event described in clauses (i) and (ii) above); provided that the foregoing shall not apply to trademark/service mark applications filed with the United States Patent and Trademark Office on an "intent to use" basis until use of such trademark/service mark has been declared and accepted by the United States Patent and Trademark Office. Each Borrower hereby authorizes the Investor to modify this Agreement by amending Schedule 1 to include any such future patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property that are Intellectual Property, as applicable.

4. Additional Representations and Warranties. The Borrowers, jointly and severally hereby represent, warrant, covenant and agree that:

(a) each Borrower is and will continue to be the owner of all right, title and interest in and to the Collateral that is owned by such Borrower so long as the Intellectual Property shall continue in force, free from any lien in favor of any Person (other than liens permitted pursuant to the Investment Agreement);

(b) each Borrower has the full right, power and authority to grant the security interest and license in the Collateral made hereby;

(c) no Borrower has made any currently-effective assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance of any of the Collateral (except in favor of the Investor and the Senior Lender); and

(d) to the best of the Borrowers' knowledge, no material infringement or unauthorized use presently is being made of any Intellectual Property which would adversely affect the fair market value of the Collateral or the benefits of this Agreement, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Investor hereunder, and the Borrowers will continue to maintain such monitoring and enforcement practices as may be necessary to fully and adequately protect the Collateral.

5. The Investor's Right to Maintain Quality. Each Borrower agrees that from and after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and cure period, the Investor shall have the right to establish such additional quality controls as the Investor, in its judgment, may deem necessary to assure maintenance of the quality of services sold by such Borrower under the Intellectual Property. Each Borrower agrees (i) not to sell or assign any of its interest in, or to grant any license under, any Intellectual Property without the prior written consent of the Investor if such sale or assignment is (a) to an affiliated or related party (other than another Borrower); (b) not on market terms; or (c) prohibited by any provision of the Investment Agreement; (ii) to maintain the quality of any and all services in connection with which the Intellectual Property is used, consistent with the quality of such services as of the date

hereof; and (iii) to provide the Investor, upon request, with a certificate of an officer of such Borrower certifying such Borrower's compliance with the foregoing.

6. Duties of the Borrowers. Each Borrower shall (i) to the extent such actions are commercially reasonable, prosecute diligently any patent application, service mark application, trademark application and mask work application that is now or hereafter material to such Borrower's business operations and part of the Intellectual Property pending as of the date hereof or thereafter until payment in full of the Indebtedness (excluding contingent indemnification obligations for which no claim has been made); (ii) make application on patents, trademarks, trade names, service marks, mask works and copyrights, as appropriate, which are or may hereafter be material to such Borrower's business operations; (iii) preserve and maintain all rights in patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications, mask work applications and other intellectual property that are part of the Intellectual Property and material to such Borrower's business operations; (iv) not abandon any right to file a material patent application, service mark application, trademark application or mask work application nor any pending material patent application, service mark application, trademark application or mask work application without the prior written consent of the Investor if the value thereof could reasonably be expected to justify the cost of obtaining such patent, service mark, trademark or mask work; and (v) not abandon any material Intellectual Property. Any expenses incurred in connection with the applications referred to in this Section 6 shall be borne by such Borrower.

If any Borrower fails to comply with any of the foregoing duties after notice and/or the opportunity to cure such failure as set forth in Section 8 hereof, the Investor may so comply in such Borrower's name to the extent permitted by law, but at such Borrower's expense, and each Borrower hereby agrees to reimburse the Investor in full for all expenses, including the reasonable legal fees and disbursements incurred by the Investor in protecting, defending and maintaining the Collateral and/or the Investor's security interest therein.

In the event that any Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or encumbrance prohibited hereby, or shall fail to comply with any other duty hereunder after notice and/or the opportunity to cure such failure as set forth in Section 8 hereof, the Investor may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Borrower, and all moneys so paid out shall be Indebtedness of such Borrower repayable within ten (10) Business Days of demand, with interest after demand at the highest Default Rate set forth in the Debenture.

Each Borrower shall take all action requested by Investor that is necessary to preserve and maintain the validity, perfection and priority of the Investor's security interest granted herein in the Collateral.

So long as no Event of Default has occurred and is continuing, the Borrowers shall be entitled to use and otherwise deal with the Intellectual Property in the ordinary course of their business, subject to the restrictions set forth herein.

7. The Investor's Right to Sue. Subject to the terms of the Subordination Agreement, from and after the occurrence of an Event of Default which has continued unremedied beyond any

applicable notice or grace period, the Investor shall have the right, but shall in no way be obligated, to bring suit in its own name or in any Borrower's name to enforce the Collateral (or its security interest therein), and any licenses thereunder, and if the Investor shall commence any such suit, such Borrower shall, at the request of the Investor, do any and all lawful acts and execute any and all proper documents required by the Investor in aid of such enforcement, and such Borrower shall indemnify and, within ten (10) Business Days of demand, promptly reimburse the Investor for all reasonable costs and expenses incurred by the Investor in the exercise of its rights under this Section 7.

8. Event of Default; Remedies.

(a) For purposes of this Agreement, each of the following shall constitute an "Event of Default" hereunder:

(i) The occurrence of an Event of Default under the Investment Agreement;

(ii) if a Borrower shall fail to observe or perform any negative covenant set forth in this Agreement;

(iii) if a Borrower shall fail to observe or perform any other covenant or agreement set forth in this Agreement and such failure shall have continued unremedied for a period of thirty (30) days after written notice from the Investor; and/or

(iv) if any of the warranties or representations set forth in this Agreement qualified by "materiality" shall prove to be untrue or inaccurate in any respect on or as of the date when made or if any of the warranties or representations set forth in this Agreement not qualified by "materiality" shall prove to be untrue or inaccurate in any material respect on or as of the date when made.

(b) Subject to the terms of the Subordination Agreement, upon the occurrence of any Event of Default which has continued unremedied beyond any applicable notice or grace period, the Investor shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Investment Agreement and other Loan Documents or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of New York (the "UCC"), whether or not the UCC applies to the affected Collateral, and also may (i) require each Borrower, and each Borrower hereby agrees that, in order to facilitate a foreclosure sale and subsequent transfer, it will, upon the request of the Investor, forthwith, execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all of its right, title and interest in and to the Collateral, and take such other action as the Investor may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and/or protect the Investor's rights and remedies with respect to such assigned Collateral; provided, however, that to the extent that any Collateral remains after such foreclosure sale, and there is no longer an Event of Default, the Investor will assign back to the applicable Borrower such remaining Collateral; (ii) without notice (except as specified below) sell the Intellectual Property and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Investor's offices or elsewhere, for cash, on

credit or for future delivery, and upon such terms as the Investor may deem commercially reasonable; and/or (iii) grant such general, special or other license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Investor shall in its sole discretion deem appropriate. Each Borrower agrees that at least ten (10) days' notice to such Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Investor shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Investor may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Subject to the applicable provisions of the UCC, the Investor may purchase all or any part of the Collateral at public or private sale and, in lieu of actual payment of the purchase price, may set-off the amount of such price against the Indebtedness. The proceeds realized from the sale of any Collateral shall be applied as provided in the Investment Agreement. If any deficiency shall remain, the Borrowers shall remain liable to the Investor therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect the Investor's security interest in the Collateral until payment in full of the Indebtedness (excluding contingent indemnification obligations for which no claim has been made). Each Borrower agrees that the Investor has no obligation to preserve rights to Collateral against any other parties.

9. Miscellaneous Provisions.

(a) Notice. Any notice, approval, consent or other communication shall be in the form and manner, and to the addresses, as set forth in the Investment Agreement.

(b) Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(c) Amendments. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless the same shall be in writing and signed and delivered by the Investor and Borrowers.

(d) No Waiver. No delay in enforcing or failure to enforce any right under this Agreement by the Investor shall constitute a waiver by the Investor of such right. No waiver by the Investor of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

(e) Interpretation of Agreement. Time is of the essence with respect to each provision of this Agreement of which time is an element. If any provision of this Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law. To the extent a term or provision of this Agreement conflicts with the Investment Agreement and is not dealt with more specifically herein, the Investment Agreement shall control with respect to such term or provision. Unless the context clearly indicates to the contrary, determinations regarding the materiality of any Intellectual Property or of any act, event, condition or circumstance shall be in the reasonable judgment of the Investor.

(f) Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Investor in respect of the Indebtedness is rescinded or must otherwise be restored or returned by the Investor upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, such Borrower or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(g) Final Expression. This Agreement, together with the Investment Agreement, the Loan Documents and any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof with respect to the subject matter thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(h) Survival of Provisions. All representations, warranties and covenants of the Borrowers contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by the Borrowers of the Indebtedness (excluding contingent indemnification obligations for which no claim has been made).

(i) Power of Attorney. Subject to the terms of the Subordination Agreement, each Borrower hereby appoints and constitutes the Investor as such Borrower's attorney-in-fact, upon and at any time after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice or grace period, for purposes of (i) endorsing such Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Investor in connection with the use of the Collateral, including, without limitation, the assignment substantially in the form of Exhibit A hereto; (ii) taking any other action with respect to the Collateral permitted hereunder; (iii) granting or issuing any exclusive or non-exclusive license under the Collateral to anyone; or (iv) assigning, pledging, conveying or otherwise transferring title in or disposing of the Collateral to anyone, and taking any other actions arising from or incident to the powers granted to the Investor in this Agreement. This power of attorney is coupled with an interest and is irrevocable.

(j) Authority of the Investor. The Investor shall have and be entitled to exercise all powers hereunder which are specifically granted to the Investor by the terms hereof, together with such powers as are reasonably incident thereto. The Investor may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees, and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Investor nor any director, officer, employee or attorney of the Investor shall be liable to any Borrower for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence, bad faith or willful misconduct, as finally determined by a court of competent jurisdiction, nor shall the Investor be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Investor and its directors, officers, employees and attorneys shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

(k) Termination of Agreement. The Investor shall, at the request and expense of the Borrowers, following the payment in full of all of the Indebtedness (excluding contingent indemnification obligations for which no claim has been made), reassign and redeliver to the Borrowers all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Investor in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Investor, and shall be at the expense of the Borrowers.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement. Each party hereto agrees to be bound by its facsimile or pdf signature.

(m) Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of or in connection with this Agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of New York.

(n) Submission to Jurisdiction. All disputes between any Borrower and the Investor, whether sounding in contract, tort, equity or otherwise, may be resolved by state and federal courts located in the State of New York, and the courts to which an appeal therefrom may be taken. In addition, each Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of the venue with respect to any action or proceeding brought in any of the courts referred to above and each Borrower hereby irrevocably waives and agrees not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. In addition, the Investor shall have the right, to the extent permitted by applicable law, to proceed against any Borrower and/or its property in any location reasonably selected by the Investor in good faith to enable the Investor to realize on such property, or to enforce a judgment or other court order in favor of the Investor.

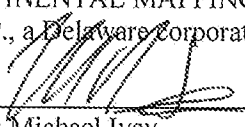
(o) JURY TRIAL. THE BORROWERS AND THE INVESTOR HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

(p) Joint and Several. The representations, covenants and warranties contained herein and the liability of the Borrowers hereunder shall be joint and several.

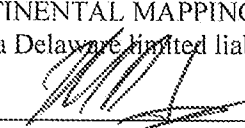
[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrowers have duly executed and delivered this Agreement as of the date first above written.

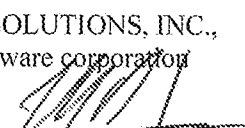
CONTINENTAL MAPPING ACQUISITION
CORP., a Delaware Corporation

By:  (SEAL)
Name: Michael Ivey
Title: Treasurer


CONTINENTAL MAPPING CONSULTANTS,
LLC, a Delaware limited liability company

By:  (SEAL)
Name: Michael Ivey
Title: Treasurer

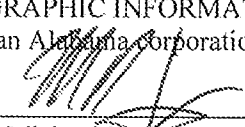
TSG SOLUTIONS, INC.,
a Delaware corporation

By:  (SEAL)
Name: Michael Ivey
Title: Treasurer

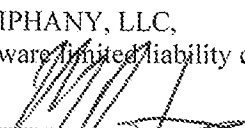
DELPHI RESEARCH, INC.,
a California corporation

By:  (SEAL)
Name: Michael Ivey
Title: Treasurer

GEOGRAPHIC INFORMATION SERVICES,
INC., an Alabama Corporation

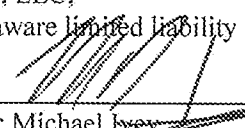
By:  (SEAL)
Name: Michael Ivey
Title: Treasurer

GEOPIPHANY, LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Michael Ivey
Title: Treasurer

[Signature Pages to the Intellectual Property Security Agreement]

GISIP, LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Michael Ivey
Title: Treasurer


[Signature Pages to the Intellectual Property Security Agreement]

TRADEMARK
REEL: 007173 FRAME: 0835

By acceptance hereof as of the date first above written, the Investor agrees to be bound by the applicable provisions hereof.

INVESTOR:

ROUTE 2 CAPITAL PARTNERS SBIC, L.P.

By: Route 2 Capital GP LLC
Name: R. Patrick Weston 

Title: Managing Member

[Signature Pages to the Intellectual Property Security Agreement]

SCHEDULE 1

TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Dated as of January 29, 2021
Intellectual Property Owned by the Borrowers

Other than referenced below, the Borrowers do not, as of the date hereof, have any registered patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names¹, or licenses that provide any material economic value to the company other than the legal and trade names of the Borrowers, commercial off the shelf products used in the ordinary course of business and to manage the administration of the company, and various subcontractor, consulting, joint venture, and value added reseller agreements entered into in the ordinary course of business.

Copyrights

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Record Owner</u>
<u>Map Book Generator : version 8.1.</u>	<u>TX0005608149</u>	<u>December 6, 2001</u>	Geographic Information Services, Inc.
<u>Address therapist</u>	<u>TXu001056151</u>	<u>December 6, 2001</u>	Geographic Information Services, Inc.
<u>GIS Document Manager : version 1.1</u>	<u>TX0005608150</u>	<u>December 6, 2001</u>	Geographic Information Services, Inc.
<u>CryptAnalyst : version 1.91</u>	<u>TX0005608148</u>	<u>December 6, 2001</u>	Geographic Information Services, Inc.
<u>Public View : version 2.0</u>	<u>TX0005608147</u>	<u>December 6, 2001</u>	Geographic Information Services, Inc.
<u>Zoning Analyst : version 8.1</u>	<u>TX0005608146</u>	<u>December 6, 2001</u>	Geographic Information Services, Inc.

Material Unregistered Copyrights.

- Data Fitness
- TheGeoAnalyst
- Power Pack Aero
- Power Pack Geog
- Power Pack Other
- CSVtoJSON

¹ Note to K&S: Edit consistent with the rep in Section 3.

- LAS2PCD. Developed and license sold to 1 customer.
- Internal Tools (e.g., Twiki, expense generation tool)

Trademarks

Entity/ Assignee	Serial Number	Reg. Number	Word Mark	Mark	Filing Date
Continental Mapping Consultants, LLC	88412838		Continental Mapping		5/2/2019 (application date)
Geographic Information Services, Inc.	86277300	4670476	GIS INDOORS MAPPING. POSITIONING. ANALYTICS		5/9/2014
Geographic Information Services, Inc.	86625265	4958584	GIS SMARTSITE		5/11/2015
Geographic Information Services, Inc.	86043793	4528586	GIS HEALTHCHECK		8/21/2013
Geographic Information Services, Inc.	87185165	5344166	GISINC		9/27/2016
Geographic Information Services, Inc.	88136529	5945498	MAPMASQ		9/28/2018
Geographic Information Services, Inc.	88192572	5757797	GEOIOT	GEOIOT	11/13/2018
Geographic Information Services, Inc.	88158540	5693879	COST MAP	COST MAP	10/17/2018

Patents

Entity/Assignee	Patent Number	Patent Application Number	Title	Date Filed	Date Issued
Continental Mapping Consultants, Inc.	20200372072 (Publication Number)	16/422774	USER INTERFACE FOR EVALUATION THE QUALITY OF GEOSPATIAL DATA	5/24/2019	11/26/2020
Continental Mapping Consultants, Inc.	20200372624 (Publication Number)	16/422636	METHODS AND SYSTEMS FOR ASSESSING THE QUALITY OF GEOSPATIAL DATA	5/24/2019	11/26/2020
TSG SOLUTIONS, INC. DELPHI RESEARCH, INC.	10190230	7134088	METHOD AND SYSTEM FOR PROVIDING TACTICAL INFORMATION DURING CRISIS SITUATIONS	7/3/2002	11/7/2006

EXHIBIT A
[Form of Assignment]

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is made as of _____, by _____ (the “Assignor”), in favor of Route 2 Capital Partners SBIC, L.P. (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings attributed to such term in the hereinafter defined Agreement.

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Security Agreement dated as of January 29, 2021 from Assignor to Assignee (the “Agreement”), providing that under certain conditions specified therein Assignor shall execute this Agreement; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, the Assignor hereby agrees as follows:

1. Assignment of Intellectual Property. Subject to the terms of the Agreement, the Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to (a) the Intellectual Property listed on Schedule 1 hereto and made a part hereof, and all renewals thereof, all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the “Intellectual Property”), and (b) the goodwill of the Assignor’s business connected with and symbolized by the Intellectual Property. The Intellectual Property and such goodwill are collectively referred to herein as the “Collateral”.

2. Representations and Warranties. The Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no currently-effective assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except pursuant to the Agreement or in favor of Assignee.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon the Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply

to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of law provisions) laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first above written.

Assignor:

By:_____

Name:

Title:

Schedule 1