

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Telarus, LLC		03/17/2021	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	One CIT Drive		
<b>Internal Address:</b>	Legal Dept.		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4044986	TELARUS	
<b>Registration Number:</b>	2883308	GEOQUOTE	
<b>Registration Number:</b>	5949923	ANTICIPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
<b>Address Line 1:</b>	333 S. HOPE ST., 43RD FLOOR		
<b>Address Line 2:</b>	ATTN: J. CRAVITZ		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	21CT-329976		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	03/17/2021		
<b>Total Attachments: 5</b>			

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source=Telaraus LLC - IP Security Agreement#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 17, 2021 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of CIT Bank, N.A. (the “**Administrative Agent**”) for the benefit of the Secured Parties.

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of March 17, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”); capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) the Patents set forth in **Schedule 1**, now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same (the “**Patents**”); and

(b) the Trademarks set forth in **Schedule 1** now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all

of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD FOR ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION PROVIDED THAT THE PARTIES HERETO SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement (as defined in the Pledge and Security Agreement). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TELARUS, LLC,**  
as a Grantor

**By: Telarus Parent Holdings, Inc., its Manager**

By:   
Name: Adam Edwards  
Title: Chief Executive Officer and President

**CIT BANK, N.A.,**  
as Administrative Agent

By:   
Name: Jeremy Wolfe  
Title: Managing Director

Signature Page to  
IP Security Agreement

**TRADEMARK**  
**REEL: 007236 FRAME: 0345**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

<b>Description</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Registration/ Application Date</b>
GeoQuote Patent	US 7,496,184 B2	USA	February 24, 2009
GeoQuote Patent	US 7,916,844 B2	USA	March 29, 2011

2. Trademarks

<b>Description</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Registration/ Application Date</b>
Telarus	4,044,986	USA	October 25, 2011
GeoQuote	2,883,308	USA	September 7, 2004
Tradewinds	1,949,644	Australia	May 13, 2019
Tradewinds Brokerage	1,949,645	Australia	May 13, 2019
Tradewinds Technology Brokerage	1,949,646	Australia	May 13, 2019
AnticiPAY	5,949,923	USA	December 31, 2019