

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636488

<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>
BROKER GENIUS INC.		04/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87523626		
<b>Registration Number:</b>	5226611	BROKER GENIUS	
<b>Registration Number:</b>	5239947		
<b>Registration Number:</b>	5256884	REPRICING.REDEFINED.	
<b>Serial Number:</b>	87345182	TIXONOMY	
<b>Registration Number:</b>	5629650	UPTICK	
<b>Registration Number:</b>	5478613	SEATSCOUTS AUTOMATE YOUR EVERYDAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1350584		
<b>NAME OF SUBMITTER:</b>	Alicia Vellante		
<b>SIGNATURE:</b>	/Alicia Vellante/		

OP \$190.00 87523626

<b>DATE SIGNED:</b>	04/02/2021
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**Total Attachments: 3**

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## FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of April 1, 2021, by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank"), and **BROKER GENIUS INC.**, a Delaware corporation, with its principal place of business at 228 Park Ave South, PMB 42630, New York, New York 10003 ("Grantor").

### Recitals

A. Grantor and Bank have previously entered into that certain Loan and Security Agreement dated as of May 16, 2018, as amended by that certain First Loan Modification Agreement dated as of December 21, 2018, as further amended by a certain Second Loan Modification Agreement dated as of August 22, 2019, and as further amended by that certain Third Loan Modification Agreement dated as of the date of this Amendment.

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of August 22, 2019 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT. Exhibit C to the IP Security Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

**GRANTOR:**

BROKER GENIUS INC.

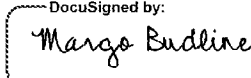
By:  \_\_\_\_\_  
35740BE119FD4D5...

Name: Shmuel Sherman

Title: President and Chief Executive Officer

**BANK:**

SILICON VALLEY BANK

By:  \_\_\_\_\_  
D1D8D090325143D...

Name: Margo Budline

Title: Vice President

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BROKER GENIUS LOGO	87523626	11-Jul-17
BROKERGENIUS	016402679	22-Jun-17
BROKERGENIUS	5226611	20-Jun-17
BROKERGENIUS LOGO	5239947	11-Jul-17
REPRICING.REDEFINED.	5256884	01-Aug-17
TIXONOMY	87345182	22-Feb-17
UPTICK	5629650	11-Dec-18
SEATSCOUTS AUTOMATE YOUR EVERYDAY	5478613	05-29-18
SEAT SCOUTS LOGO	5478613	05-29-18