

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXTPPOINT INC.		08/11/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK		
Street Address:	One Jericho Plaza		
Internal Address:	3d Floor		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4691482	N NEXTPPOINT	
Registration Number:	3769359	NEXTPPOINT	
Registration Number:	4132372	DISCOVERY CLOUD	
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:	3122698000		
Email:	martus@nge.com		
Correspondent Name:	Andrew S. Fraker		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Suite 1700, Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	031453.0014		
NAME OF SUBMITTER:	Andrew S. Fraker		
SIGNATURE:	/Andrew S. Fraker/		
DATE SIGNED:	08/18/2021		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of August 11, 2021, is by and between NEXTPOINT INC., an Illinois corporation, as grantor (the “Grantor”), and STERLING NATIONAL BANK, a national banking association, as lender (the “Lender”).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by and among Grantor, as borrower, the other loan parties a party thereto from time to time, and the Lender, as lender, among other things, the Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in the Loan Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Lender is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Lender a security interest in certain Copyrights, Patents and Trademarks owned by the Grantor to secure the obligations of the Grantor under the Loan Documents.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Lender 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.

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 its obligations under the Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance of the Obligations, the Grantor grants and pledges to the Lender a continuing security interest in all of the Grantor’s right, title and interest in, to and under, whether now owned or existing or hereafter created, acquired or arising, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all goodwill of the business of the Grantor associated with the Trademarks, all rights corresponding thereto throughout the world and, with respect to the Patents, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Lender under the Loan Agreement, and the Grantor hereby acknowledges and agrees that the

rights and remedies of the Lender with respect to the security interest granted pursuant to this Agreement are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control. Each right, power and remedy of the Lender provided for herein or in the Loan 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 the Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 the Lender, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that have been abandoned prior to the Closing Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.

6. The following are the addresses for any notices with respect to this Agreement:

Address of the Grantor:

Nextpoint Inc.
4043 N. Ravenswood Ave. 317
Chicago, IL 60613
Attention: President

with a copy to:

Litwin Kach LLP
200 N. LaSalle St, Suite 1550
Chicago, IL 60601
Attn: Jordan M. Litwin, Esq.

Address of the Lender:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

NEXTPPOINT INC.

By: 

Name: Rakesh Madhava

Title: President

LENDER:

STERLING NATIONAL BANK

By: _____

Name: John B. Hoesley

Title: Senior Managing Director

TRADEMARK

REEL: 007395 FRAME: 0717

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

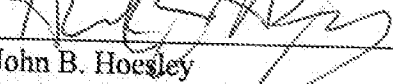
GRANTOR:

NEXTPPOINT INC.

By: _____
Name: Rakesh Madhava
Title: President

LENDER:

STERLING NATIONAL BANK

By:  _____
Name: John B. Hoesley
Title: Senior Managing Director

TRADEMARK

REEL: 007395 FRAME: 0718

EXHIBIT A
COPYRIGHTS

None.

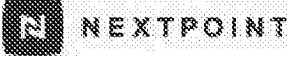
EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

<u>Owner of Record</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Nextpoint Inc.	 N NEXTPOINT	USPTO	86313558	6/18/2014	2/24/2015	4691482
Nextpoint Inc.	NEXTPOINT	USPTO	78783188	12/30/2005	3/30/2010	3769359
Nextpoint Inc.	DISCOVERY CLOUD	USPTO	77982031	1/28/2010	4/24/2012	4132372