

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BP3 GLOBAL, INCORPORATED		09/10/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative and collateral Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6373846	THERE'S A FASTER WAY TO DO THAT	
Registration Number:	5781496	TRANSFORMAI	
Registration Number:	5855436		
Registration Number:	5758404	AGILIFY	
Registration Number:	6341858	AGILIFY	
Registration Number:	6341859	AGILIFY	
Registration Number:	6341860	AGILIFY	
Serial Number:	87847691	RADILO	
Serial Number:	87847697	RADILO	
Serial Number:	87847704	RADILO	
Serial Number:	87847794	REIMAGINING A DAY IN THE LIFE OF	
Serial Number:	87847798	REIMAGINING A DAY IN THE LIFE OF	
Serial Number:	87847802	REIMAGINING A DAY IN THE LIFE OF	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$340.00 6373846

Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1473719

NAME OF SUBMITTER: Diane Giacomozzi, Sr Corporate Paralegal

SIGNATURE: /Diane Giacomozzi/

DATE SIGNED: 09/10/2021

Total Attachments: 5

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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 September 10, 2021, by and between **BP3 GLOBAL, INCORPORATED**, a Texas corporation with its principal place of business located at 7000 North Mopac Expressway, Suite 450, Austin, Texas 78731 ("Grantor") and **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of January 11, 2018 (as amended, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, Grantor and Bank desire to amend such IP Agreement as stated herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Exhibit C-1 attached hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse Bank for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

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

“Grantor”

BP3 GLOBAL, INCORPORATED

DocuSigned by:
By: Scott Louis Francis
19753720EED8419...
Name: Scott Louis Francis
Title: CEO


“Bank”

SILICON VALLEY BANK

DocuSigned by:
By: Peter Rasimas
41192B4C233140E...
Name: Peter Rasimas
Title: Vice President

EXHIBIT C-1

Trademarks

Registration	Trademark	Goods and Services	Owner Name
6,373,846 June 1, 2021	THERE'S A FASTER WAY TO DO THAT	INT. CL. 42 CONSULTING SERVICES IN THE FIELD OF OFFICE AND WORKPLACE AUTOMATION; CONSULTING SERVICES IN THE FIELD OF COMPUTER SOFTWARE FOR USE WITH BUSINESS AUTOMATION, BUSINESS PROCESSES, DATA ANALYTICS, MAPPING CONSUMER EXPERIENCE, ROBOTIC PROCESS AUTOMATION, PROBLEM SOLVING, DECISION MANAGEMENT PROCESSING, AND WORK MANAGEMENT EFFICIENCY; CONSULTING SERVICES IN THE FIELD OF THE DESIGN, DEVELOPMENT, INSTALLATION, AND USE OF COMPUTER SOFTWARE FOR USE WITH BUSINESS AUTOMATION, BUSINESS PROCESSES, DATA ANALYTICS, MAPPING CONSUMER EXPERIENCE, ROBOTIC PROCESS AUTOMATION, PROBLEM SOLVING, DECISION MANAGEMENT PROCESSING, AND WORK MANAGEMENT EFFICIENCY	BP3 GLOBAL, INC.
5,781,496 June 18, 2019	TRANSFORMAI	INT. CL. 42 COMPUTER SOFTWARE CONSULTING; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR USERS TO MANAGE WORKFLOW THROUGH AUTOMATION	BP3 GLOBAL, INC.
5,855,436 September 10,2019	 Design Only	INT. CL. 42 COMPUTER SOFTWARE CONSULTING; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR USERS TO MANAGE WORKFLOW THROUGH AUTOMATION	BP3 GLOBAL, INC.
Registration	Trademark	Goods and Services	Owner Name

5758404 (May 21, 2019)	AGILIFY		BP3 GLOBAL, INC.
6341858 (May 4, 2021)	AGILIFY		BP3 GLOBAL, INC.
6341859 (May 4, 2021)	AGILIFY		BP3 GLOBAL, INC.
6341860 (May 4, 2021)	AGILIFY		BP3 GLOBAL, INC.
87847691 March 23, 2018	RADILO		BP3 GLOBAL, INC.

87847697 March 23, 2018	RADILO		BP3 GLOBAL, INC.
87847704 March 23, 2018	RADILO		BP3 GLOBAL, INC.
87847794 March 23, 2018	REIMAGINING A DAY IN THE LIFE OF		BP3 GLOBAL, INC.
87847798 March 23, 2018	REIMAGINING A DAY IN THE LIFE OF		BP3 GLOBAL, INC.
87847802 March 23, 2018	REIMAGINING A DAY IN THE LIFE OF		BP3 GLOBAL, INC.