

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689674

<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>
Solutions By Text Inc.		11/19/2021	Corporation: DELAWARE
Solutions By Text, LLC		11/19/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stifel Bank		
<b>Street Address:</b>	787 7th Avenue, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90521413	BRANDID	
<b>Serial Number:</b>	90520132	DEACTIVATION LOGIC	
<b>Serial Number:</b>	90520107	DUALDELIVERY	
<b>Serial Number:</b>	90749107	EMOJIS BY TEXT	
<b>Serial Number:</b>	90510239	FINTEXT	
<b>Serial Number:</b>	90520040	SMARTURL	
<b>Serial Number:</b>	90520098	STOP SAFETY NET	
<b>Serial Number:</b>	90749090	TEAM TEXT	
<b>Serial Number:</b>	90749142	TEXT PAY	
<b>Serial Number:</b>	90520056	TEXTIQ	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$265.00 90521413

**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1527119 TM

**NAME OF SUBMITTER:** Robin Dunn

**SIGNATURE:** /Robin Dunn/

**DATE SIGNED:** 11/22/2021

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 19, 2021 by and among STIFEL BANK ("Bank"), SOLUTIONS BY TEXT INC., a Delaware corporation and SOLUTIONS BY TEXT, LLC, a Texas limited liability company (each and collectively referred to herein as "Grantor").

### RECITALS

A. Bank has agreed to make certain loans and to extend certain financial accommodations to Grantor (collectively, the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor grant to Bank a security interest in all of its present and future Copyrights, Trademarks and Patents to secure the Obligations of Grantor under the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future "Obligations" under or as defined in the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5001 Spring Valley Rd., Ste. 1000E  
Dallas, TX 75244  
Attn: Kelly Ford  
Email: kford@edisonpartners.com

SOLUTIONS BY TEXT, LLC

By: 

Name: Billy Bob Messer

Title: Chief Financial Officer

GRANTOR:

Address of Grantor:

c/o Edison Partners X, LP  
281 Witherspoon Street  
Princeton, New Jersey 08540  
Attn: Kelly Ford  
Email: kford@edisonpartners.com

SOLUTIONS BY TEXT INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

787 7th Avenue, 11th Floor  
New York, NY 10019  
Attn: Loan Services  
Email: loanservices@stifelbank.com

STIFEL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*{Signature Page to Intellectual Property Security Agreement}*

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GRANTOR:

Address of Grantor:

5001 Spring Valley Rd., Ste. 1000E  
Dallas, TX 75244  
Attn: Kelly Ford  
Email: kford@edisonpartners.com

SOLUTIONS BY TEXT, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTOR:

Address of Grantor:

c/o Edison Partners X, LP  
281 Witherspoon Street  
Princeton, New Jersey 08540  
Attn: Kelly Ford  
Email: kford@edisonpartners.com

SOLUTIONS BY TEXT INC.

By:  \_\_\_\_\_

Name: Kelly Ford

Title: Chief Executive Officer, President  
and Secretary

BANK:

Address of Bank:

787 7th Avenue, 11th Floor  
New York, NY 10019  
Attn: Loan Services  
Email: loanservices@stifelbank.com

STIFEL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Address of Grantor:

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281 Witherspoon Street  
Princeton, New Jersey, 08540  
Attn: Kelly Ford  
Email: kford@edisonpartners.com

SOLUTIONS BY TEXT LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTOR:

Address of Grantor:

c/o Edison Partners X, LP  
281 Witherspoon Street  
Princeton, New Jersey, 08540  
Attn: Kelly Ford  
Email: kford@edisonpartners.com

SOLUTIONS BY TEXT INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

787 7th Avenue, 11th Floor New York,  
NY 10019 Attn: Loan Services  
Email: loanservices@stifelbank.com

STIFEL BANK

By:  \_\_\_\_\_

Name: **James C. Binz**

Title: Executive Vice President

*{Signature Page to Intellectual Property Security Agreement}*

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None.



EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application/Registration No.</u>	<u>File Date</u>
BRANDID	90/521413	2/9/2021
DEACTIVATION LOGIC	90/520132	2/9/2021
DUAL DELIVERY	90/520107	2/9/2021
EMOJIS BY TEXT	90/749107	6/2/2021
FINTEXT	90/510239	2/4/2021
SMARTURL	90/520040	2/9/2021
STOP SAFETY NET	90/520098	2/9/2021
TEAM TEXT	90/749090	6/2/2021
TEXT PAY	90/749142	6/2/2021
TEXTIQ	90/520056	2/9/2021

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