

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIAFLY, INC.		01/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4640486	MEDIAFLY	
Registration Number:	3574110	MEDIAFLY	
Registration Number:	5465360	EVOLVED SELLING	
Registration Number:	6152533	EVOLVED SELLING INSTITUTE	
Registration Number:	5506318		
Registration Number:	6594905		
Registration Number:	4444716	VALUESTORY	
Registration Number:	4220539	FIGHT FRUGALNOMICS	
Registration Number:	4131211	ALINEAN	
Registration Number:	3518900	ROI ANALYST	
Serial Number:	90774659	PRESENTIFY	
Serial Number:	90775347	POWERING YOUR POINT	
Serial Number:	90775349	PRESENTIFICATION	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 4640486

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1574673 TM

NAME OF SUBMITTER: Diane Giacomozzi

SIGNATURE: /Diane Giacomozzi/

DATE SIGNED: 01/18/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 14, 2022, by and between SILICON VALLEY BANK, a California corporation (“Bank”) and MEDIAFLY, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and INSIGHTSQUARED, INC., a Delaware corporation (jointly and severally, individually and collectively, “Borrower”) (the “Loans”), in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrower, dated as of June 1, 2015, a certain First Loan Modification Agreement dated as of February 8, 2017, as further amended by a certain Second Loan Modification Agreement dated as of June 30, 2017, and as further amended by a certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of November 22, 2017, as further amended by a certain Fourth Loan Modification Agreement dated as of November 21, 2018, as further amended by a certain Fifth Loan Modification Agreement dated as of March 29, 2019, as further amended by a certain Sixth Loan Modification Agreement dated as of December 20, 2019, as further amended by a certain Deferral Agreement dated as of April 1, 2020 among Borrower and Bank, as further amended by a certain Eighth Loan Modification Agreement dated as of June 24, 2021, and as further amended by a certain Joinder and Ninth Loan Modification Agreement dated as of the date hereof (as the same may be further 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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, any and all right, title and interest of Grantor in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and (to the extent applicable) derivative work based thereon, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation any and all copyright registrations and applications for registration of copyrights set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights of Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, any and all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation any and all patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any and all trademarks and service marks, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks and service marks, including without limitation those trademark and service mark registrations and registration applications set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation any and all mask work registrations and registration applications set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) Any and all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use, in each case solely to the extent permitted by such license or other agreement granting such rights;

(i) Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works (to the extent applicable); and

(j) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the United States Patent and Trademark Office (“USPTO”) Commissioner for Patents, the USPTO Commissioner for Trademarks and the

United States Copyright Office Register of Copyrights and any other applicable government officials to record and register this Agreement with the USPTO and the United States Copyright Office upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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:

MEDIAFLY, INC.

By: DocuSigned by:
Carson V. Conant
10AF02ED84DF454...

Name: Carson V. Conant

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: DocuSigned by:
Jocelyn Hartmann
34872FADF8C84DD...

Name: Jocelyn Hartmann

Title: Managing Director

EXHIBIT A

Copyrights

Title	Country	Reg. No.	Issue Date	Publication Date	Owner(s)
The Alinean XcelLive Saas Platform	U.S.	TX0007500794	03/23/2012	06/01/2011	Mediafly, Inc.

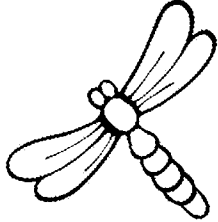

EXHIBIT B

Patents

Title	Country	Patent No.	Issue Date	Serial No.	Filing Date	Owner(s)
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	8,752,086	06/10/2014	11/836,766	08/09/2007	Mediafly, Inc.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	9,269,099	02/23/2016	14/284,540	05/22/2014	Mediafly, Inc.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	U.S.	10,290,023	05/14/2019	15/049,688	02/22/2016	Mediafly, Inc.

EXHIBIT C

Trademarks

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	MEDIAFLY	86/239,068	April 1, 2014	4,640,486	November 18, 2014	Mediafly, Inc.
UNITED STATES	MEDIAFLY	78/918,706	06/28/2006	3,574,110	02/10/2009	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING	87/185,982	September 28, 2016	5,465,360	May 8, 2018	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING INSTITUTE	88/817,580	03/02/2020	6,152,533	09/15/2020	Mediafly, Inc.
UNITED STATES	MISCELLANEOUS DESIGN 	87/481,482	06/08/2017	5506318	07/03/2018	Mediafly, Inc.
UNITED STATES	MISCELLANEOUS DESIGN 	90/501,643	02/01/2021	6,594,905	12/21/2021	Mediafly, Inc.
UNITED STATES	VALUESTORY	85/673,692	07/11/2012	4,444,716	12/3/2013	Mediafly, Inc.
UNITED STATES	FIGHT FRUGALNOMICS	85/395,120	08/11/2011	4,220539	10/09/2012	Mediafly, Inc.
UNITED STATES	ALINEAN	85/395,151	08/11/2011	4,131,211	04/24/2012	Mediafly, Inc.
UNITED STATES	ROI ANALYST	77/115,860	02/26/2007	3,518,900	10/21/2008	Mediafly, Inc.
UNITED STATES	PRESENTIFY	90/774,659	06/15/2021	N/A	N/A	Mediafly, Inc.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	POWERING YOUR POINT	90/775,347	06/15/2021	N/A	N/A	Mediafly, Inc.
UNITED STATES	PRESENTIFICATION	90/775,349	06/15/2021	N/A	N/A	Mediafly, Inc.
UNITED KINGDOM	PRESENTIFY	3147320	2/1/2016	3147320	4/29/2016	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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