

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InVisionApp Inc.		01/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital IV, LP		
Street Address:	6300 Bridgepoint Parkway		
Internal Address:	Building 1, Suite 480		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4194214	INVISION	
Registration Number:	5495483	CRAFT	
Registration Number:	5783818	STUDIO	
CORRESPONDENCE DATA			
Fax Number:	4693723889		
<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:	2149326439		
Email:	dwithers@mcguirewoods.com		
Correspondent Name:	Daniel Withers		
Address Line 1:	2000 McKinney Ave		
Address Line 2:	#1400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Daniel Withers		
SIGNATURE:	/Daniel Withers/		
DATE SIGNED:	01/25/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 25, 2022 by and between INVISIONAPP INC., a Delaware corporation (“**Borrower**”), and ESCALATE CAPITAL IV, LP, a Delaware limited partnership (“**Lender**”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those registered and applied for Copyrights, Patents and Patent applications and registered and applied for Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, 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.

Notwithstanding anything to the contrary, “Intellectual Property” shall not include any “intent to use” trademark prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

[Signature pages 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.

Address of Borrower:

41 Madison Avenue, Floor 25
New York, NY 10010

BORROWER:

INVISIONAPP INC.,
a Delaware corporation

By: 

Name: Michael Shenkman
Title: Chief Financial Officer

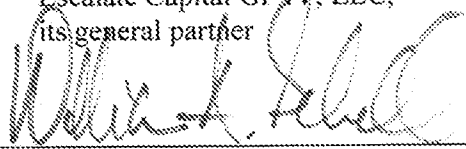
Address of Lender:

6300 Bridgepoint Parkway
Building 1, Suite 480
Austin, TX 78730

LENDER:

ESCALATE CAPITAL IV, LP,
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,
its general partner

By: 
Name: William A. Schell
Title: Manager/Member

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
InVision V7	TX 8-928-629	December 17, 2020
InVision V6	TX 8-752-648	June 7, 2019
InVision Studio	TX 8-784-106	August 20, 2019
InVision Freehand	TX 8-960-403	February 2, 2021
InVision Design System Manager (aka DSM)	TX 8-931-802	December 21, 2020

SCHEDULE B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Auto-complete design for content-creating applications	US 10,614,268 B1	April 7, 2020
Automated linking and merging of hierarchical data structures for animated transitions	US 10,664,133 B1	May 26, 2020
Persistence Strategy for Applications	US 15/953,165	April 13, 2018
Collaboration Synchronization Across Devices	US 15/967,564	April 30, 2018

SCHEDULE C
Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
INVISION	4194214	08/21/2012
CRAFT	5495483	06/19/2018
STUDIO	5783818	06/18/2019