

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714140

<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>
Messagepoint Inc.		03/03/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Espresso Capital Ltd.		
<b>Street Address:</b>	300 - 8 King Street East		
<b>Internal Address:</b>	M5C 1B5		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90030847	RATIONALIZER	
<b>Registration Number:</b>	3841505	MESSAGEPOINT	
<b>Registration Number:</b>	4174159	PRINOVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158511420		
<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>	2152411234		
<b>Email:</b>	svarghese@reedsmith.com		
<b>Correspondent Name:</b>	REED SMITH LLP		
<b>Address Line 1:</b>	P.O. Box 488		
<b>Address Line 2:</b>	IP Docketing Department		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230		
<b>NAME OF SUBMITTER:</b>	Shiju Varghese		
<b>SIGNATURE:</b>	/Shiju Varghese/		
<b>DATE SIGNED:</b>	03/14/2022		
<b>Total Attachments: 6</b>			
source=IP Security Agreement (final compiled)#page1.tif			
source=IP Security Agreement (final compiled)#page2.tif			
source=IP Security Agreement (final compiled)#page3.tif			

OP \$90.00 90030847

source=IP Security Agreement (final compiled)#page4.tif

source=IP Security Agreement (final compiled)#page5.tif

source=IP Security Agreement (final compiled)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY AGREEMENT** dated March 3, 2022 ("**Agreement**") between **Messagepoint Inc.**, ("**Borrower**") and **Espresso Capital Ltd.** ("**Espresso**") administrative and collateral agent on behalf of Espresso Fund V LP ("**Lender**").

**WHEREAS**, pursuant to the Loan Facility and Security Agreement between Borrower, Espresso, Prinova, Inc., and Messagepoint Europe Ltd dated March 3, 2022, as amended, modified, restated, or replaced from time to time, (the "**Loan Agreement**"), Lender has agreed to provide Borrower with certain financings,

**AND WHEREAS**, Borrower as security for its Obligations under the Loan Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

**Borrower, in consideration of the premises and** to induce Lender to enter into the Loan Agreement and provide financings to Borrower, hereby agrees with Lender as follows:

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Agreement, and references to Schedule 'A' are to the attached Schedule 'A'.
- 2. Grant of Security Interest in the Collateral.** As security for the payment of the Obligations and performance of Borrower's covenants, Borrower hereby grants a continuing security interest in and pledges to Espresso as agent of Lender, all of Borrower's right, title and interest in, whether now owned or existing or hereafter acquired, arising or created in the following (the "**Collateral**"):
  - (a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in Schedule 'A',
  - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
  - (c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule 'A',
  - (d) all renewals and extensions of the foregoing,
  - (e) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
  - (f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Borrower, Lender and Espresso acknowledge and agree that value has been given for the grant of the security interest in the Collateral, Borrower has (and will for after acquired property, have at the time

of acquisition) rights in the Collateral, and there is no intention to delay the time of attachment of the security interest on the Collateral.

- 3. Notice of Registered IP.** Borrower shall promptly give Espresso written notice of each registration of intellectual property rights filed with the United States Patent and Trademark Office, the United States Copyright Office, or any other intellectual property office in any other jurisdiction including the date of such filing, the registration number, the title of such intellectual property rights registered, and execute such documents as Espresso, as agent of Lender may reasonably request for Espresso to perfect or provide notice of its security in such intellectual property rights.
- 4. Further Documents.** At Espresso's request, Borrower shall execute and deliver such further and other documents and instruments and do all acts and things as Espresso reasonably requires to confirm, perfect, and maintain perfection and priority of the Security Interest, and preserve the Collateral, and forthwith reimburse and indemnify Espresso and Lender for all reasonable costs, charges, legal fees and disbursements incurred by it in so doing.
- 5. Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.
- 6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 7. Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

Borrower has caused this Agreement to be executed and delivered at the date first written above.

Executed as a deed by  
Messagepoint Inc.  
by:


DocuSigned by:  
  
0A9BC0BFC340461...

Steve Biancaniello

email: steveb@messagepoint.com

ACCEPTED AND AGREED at the date first above written.

**Espresso Capital Ltd.**, for itself and on behalf of  
the Lender

By   
640DDA2A61B4AB...

Enio Lazzer, COO & CFO