

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		07/29/2022	Corporation: CALIFORNIA
Messagepoint Inc.		07/29/2022	Corporation: ONTARIO
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: 3			
Property Type	Number	Word Mark	
Registration Number:	6609309	RATIONALIZER	
Registration Number:	3841505	MESSAGEPOINT	
Registration Number:	4174159	PRINOVA	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2269		
Email:	pkarmire@cooley.com		
Correspondent Name:	Perky L. Karmire C/O Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	194491-1991		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	08/15/2022		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 29, 2022 by and between **SILICON VALLEY BANK**, an authorized foreign bank under the Bank Act (Canada) (“**Bank**”) and **MESSAGEPOINT INC.**, a corporation formed under the Laws of Province of Ontario (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain amended and restated loan and security agreement dated as of October 25, 2017, as amended by that certain joinder and first amendment to amended and restated loan and security agreement dated as of August 16, 2018, as further amended by that certain second amendment to amended and restated loan and security agreement dated as of October 29, 2019, as further amended by that certain third amendment to amended and restated loan and security agreement dated as of September 24, 2019, as further amended by that certain fourth amendment to amended and restated loan and security agreement dated as of December 24, 2019, as further amended by that certain fifth amendment to amended and restated loan and security agreement dated as of December 20, 2020, as further amended by that certain sixth amendment to amended and restated loan and security agreement dated as of December 7, 2021 and as further amended by that certain seventh joinder and amendment to amended and restated loan agreement dated on or about the date hereof (as 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 certain financial accommodations to Grantor, 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, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, 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 those 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 that may be available to Grantor now or hereafter existing, created, acquired or held;

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

(e) Any trademark and servicemark rights, 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those 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) 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 to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement 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.

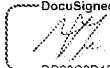
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

MESSAGEPOINT INC.

DocuSigned by:

By: _____
Name: Daren Selfe
Title: CFO

BANK:

SILICON VALLEY BANK

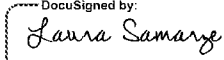
DocuSigned by:

By: _____
Name: Laura Samarze
Title: Vice President, Credit Solutions

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Country	Application No.	Patent No.	Status	Remarks
System and Method for Variant Content Navigation	USA	14/488,605	10,222,937	Issued	Issued: March 5, 2019 1 st Annuity Due: September 5, 2022
System and Method for Customer Touchpoint Management	USA	11/828,911		Active	Awaiting next communication from US Patent Office
System and Method for Variant Content Management	USA	14/475,064	10,990,924	Issued	Issued: April 27, 2021 1 st Annuity Due: October 27, 2024
System and Method for Variant Content Navigation	Canada	2,863,748		Active	Office Action response deadline: July 21, 2022 9 th anniversary maintenance fee due: September 17, 2022
System and Method for Variant Content Management	Canada	2,827,378		Active	Awaiting next communication from Canadian Patent Office 10 th anniversary maintenance fee due: September 18, 2022
System and Method for Variant Content Management	Europe	14185301.0		Abandoned	

EXHIBIT C

Trademarks

Active Trademarks

Trademark	Country	TM Details	Status
MESSAGEPOINT	Australia	App 05-FEB-2021 App 2153754 Reg 13-SEP-2021 Reg 2153754 Registered	Registered. To Be Renewed on February 5, 2031.
RATIONALIZER	Australia	App 15-DEC-2020 App 2143170	Pending. Received further Adverse Examination Report dated May 18, 2022 from our Australian agent. Response due July 21, 2022. One month extension requested.
RATIONALIZER	Canada	App 18-JUN-2020 App 2035141	Pending (formalized). Awaiting examination or approval.
MESSAGEPOINT	Canada	App 02-JUN-2006 App 1303866 Reg 16-JUN-2009 Reg TMA742036 Registered	Registered. To be renewed by June 16, 2024 .
PRINOVA	Canada	App 02-DEC-2003 App 1198217 Reg 15-NOV-2004 Reg TMA625383 Registered	Registered. To be renewed by November 15, 2029 .
NOVATRACK	Canada	App 06-JAN-2004 App 1202853 Reg 26-NOV-2004 Reg TMA626819 Registered	Registered. To be renewed by November 26, 2029 .
NOVACARE	Canada	App 30-MAY-2003 App 1178839 Reg 08-MAR-2005 Reg TMA634632 Registered	Registered. To be renewed by March 8, 2030 .
RATIONALIZER	European Community (EUIPO)	App 18-DEC-2020 App 018357668 Reg 15-MAY-2021 Reg 018357668 Registered	Registered. To Be Renewed on December 18, 2030 .
RATIONALIZER	United States	App 01-JUL-2020 App 90030847 Reg 04-JAN-2022 Reg 6609309	Registered. Section 8/15 Affidavit due to be filed on January 4, 2028 .

Trademark	Country	TM Details	Status
MESSAGEPOINT	United States	App 08-JUN-2006 App 78903889 Reg 31-AUG-2010 Reg 3841505 Registered Section 44(D)	Registered. To be renewed by August 31, 2030.
PRINOVA	United States	App 24-JUN-2011 App 85355407 Reg 17-JUL-2012 Reg 4174159 Registered	Registered. To be renewed by July 17, 2022.
RATIONALIZER	Great Britain	App 14-DEC-2020 App UK00003567525 Reg 23-APR-2021 Reg UK00003567525 Registered	Registered. To Be Renewed on December 14, 2030.

Inactive Trademarks

Trademark	Country	TM Details	Status
ENGAGEIT	Canada	App 27-AUG-2001 App 1113285 Reg 22-OCT-2003 Reg TMA592779 Registered	Expunged.
NOVACCESS	Canada	App 30-MAY-2003 App 1178846 Reg 03-NOV-2004 Reg TMA624589 Registered	Expunged.
NOVACENTER	Canada	App 30-MAY-2003 App 1178844 Reg 14-DEC-2004 Reg TMA628402 Registered	Expunged.
NOVATEST	Canada	App 02-DEC-2003 App 1198222 Reg 12-NOV-2004 Reg TMA625309 Registered	Expunged.
NOVAWORKS	Canada	App 02-DEC-2003 App 1198223 Reg 10-NOV-2004 Reg TMA625293 Registered	Expunged.

EXHIBIT D

Mask Works

None.

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