

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787541

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RAMP HOLDINGS, INC.		12/16/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESPRESSO CAPITAL LTD.		
<b>Street Address:</b>	300-8 KING STREET EAST		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C1B5		
<b>Entity Type:</b>	LIMITED COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4721115	RAMP	
<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>	2125490410		
<b>Email:</b>	shorne@reedsmith.com		
<b>Correspondent Name:</b>	LEE ANN DILLON		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	LEE ANN DILLON		
<b>SIGNATURE:</b>	/LEE ANN DILLON/		
<b>DATE SIGNED:</b>	02/16/2023		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY AGREEMENT** dated with effect December 16, 2022 (“**Agreement**”), between **RAMP HOLDINGS, INC.** (“**Guarantor**”), with and for the benefit of **ESPRESSO CAPITAL LTD.** (“**Espresso**”) as administrative and collateral agent on behalf the Lender (as defined in the Loan Facility and Security Agreement).

**WHEREAS**, pursuant to the Loan Facility and Security Agreement between VBrick Systems, Inc. (“**Borrower**”), Espresso and the Lender dated July 6, 2022, as amended, modified, restated, or replaced from time to time, (the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide Borrower with certain financings,

**AND WHEREAS**, Guarantor has agreed to enter into the Guaranty and Security Agreement dated as of December 16, 2022 (as amended, modified, restated, or replaced from time to time, the “**Guaranty**”) made by the Guarantor for the benefit of Espresso as administrative and collateral agent on behalf of the Lender,

**AND WHEREAS**, Guarantor, in connection with the Guaranty and as security for the Obligations, and the Guarantor’s obligations under the Guaranty, has agreed to grant a security interest in certain intellectual property of Guarantor under this Agreement,

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

1. **Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Guaranty, and references to Schedule ‘A’ are to the attached Schedule ‘A’.
2. **Grant of Security Interest in the Collateral.** Guarantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and the Guarantor’s obligations under the Guaranty, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):
  - (a) all its patents and all intellectual property licenses providing for the grant by or to Guarantor 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 Guarantor 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.

3. **Guaranty.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Guaranty. Guarantor hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Guaranty, the terms and provisions of which are incorporated by reference in this Agreement.
4. **Guarantor Remains Liable.** Guarantor hereby agrees, anything in this Agreement to the contrary notwithstanding, Guarantor 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.
5. **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.
6. **Governing Law.** This Agreement and the rights and obligations of Guarantor and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

Guarantor has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Ramp Holdings, Inc.

DocuSigned by:  
By Paul Sparta  
43559EF269024F8...  
Paul Sparta, CEO

ACCEPTED AND AGREED at the date first above written.

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

DocuSigned by:  
By [Signature]  
049DBDA2A01B4AB...  
Enio Lazzer, COO & CFO

**Schedule 'A'**  
**to Intellectual Property Security Agreement**

**Patents:**

<b>Owner</b>	<b>Patent / Patent Application</b>	<b>Patent No. / Pub. No.</b>	<b>Issued Date / Pub. Date</b>
Ramp Holdings, Inc. (F/K/A EVERYZING, INC.)	Systems and methods for providing online fast speaker adaptation in speech recognition	7,292,977 2004/0172250	11/06/2007 09/02/2004
Ramp Holdings, Inc.	Secure video delivery	9,075,962	07/07/2015
Ramp Holdings, Inc.	Scaling video delivery	9,516,390 2016/0212496	12/06/2016 07/21/2016
Ramp Holdings, Inc.	Chunked HTTP video cache routing	10,313,418 2017/0366593	06/04/2019 12/21/2017
Ramp Holdings, Inc.	Systems and methods for improving recognition results via user- augmentation of a database	8,001,066	8/13/2010 8/16/2011

**Trademarks:**

<b>Owner</b>	<b>Trademark – US JURISDICTION</b>	<b>Reg.No. / App. No.</b>	<b>Reg. Date / App. Date</b>
Ramp Holdings, Inc.	RAMP (Word Mark, Int. Cl. 9, 42)	4721115 86/122175	08/11/2021 11/18/2013