

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WUNDERKIND CORPORATION		04/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST-CITIZENS BANK & TRUST COMPANY, as Administrative Agent and Collateral Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5962810	MESSAGEBUY	
Registration Number:	6584601	CONVERSATIONAL CART RECOVERY	
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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1969712 M		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	04/24/2023		
Total Attachments: 4			
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THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of April 21, 2023, by and between **FIRST-CITIZENS BANK & TRUST COMPANY** (as defined in the Loan Agreement) (in such capacity, "Agent") and **WUNDERKIND CORPORATION**, a Delaware corporation, with its principal place of business located at 285 Fulton Street, 74th Floor, New York, New York 10007 ("Grantor").

Recitals

A. Grantor, SmarterHQ, Inc., SmarterHQ Intermediate Holdings, Inc., the Lenders and Agent have previously entered into a certain Mezzanine Loan and Security Agreement dated as of June 5, 2020, among Grantor, SmarterHQ, Inc., SmarterHQ Intermediate Holdings, Inc., the Lenders and Agent, as amended by a certain First Loan Modification Agreement dated as of November 4, 2020, as further amended and affected by a certain Joinder and Second Loan Modification Agreement dated as of January 26, 2021, further amended by a certain Third Loan Modification Agreement dated as of November 1, 2021, as further amended by a certain Fourth Loan Modification Agreement dated as of February 11, 2022, as further amended by a certain Fifth Loan Modification Agreement dated as of September 9, 2022, and as further amended by a certain Letter Agreement dated as of the date hereof (as amended, the "Loan Agreement")

B. To secure certain obligations and liabilities to the Lenders, Grantor has previously granted Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of June 5, 2020, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of January 26, 2021, and as further amended by that certain Second Amendment to Intellectual Property Security Agreement dated as of November 1, 2021 (as has been and as may be further amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Agent have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND AGENT AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT. The IP Security Agreement shall be amended by deleting the following text, appearing in Recital A thereof:

1. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto.
2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-2 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement, as amended by this Amendment, contains an accurate and complete listing of all Intellectual Property Collateral as of the date hereof and shall remain in full force and effect.

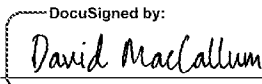
C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Agent.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

WUNDERKIND CORPORATION


By: 
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Name: David MacCallum

Title: Chief Business Officer

AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By: 
B63D80DD79C0461...

Name: Tyler Dietrich

Title: Managing Director

SCHEDULE B-1

Patents

<u>Application</u>				<u>Filed</u>	<u>Grant</u>	
<u>Number</u>	<u>Country</u>	<u>Patent Application Title</u>	<u>Status</u>	<u>Date</u>	<u>Date</u>	<u>Patent No.</u>
		<u>Software Enabling Automated</u>				
		<u>Upsell Text Messaging For</u>		<u>11</u>		
		<u>Retailers Within Shipping</u>		<u>May</u>	<u>24 May</u>	<u>US-</u>
<u>16/872334</u>	<u>United States</u>	<u>Notification Text Messages</u>	<u>Published</u>	<u>2020</u>	<u>2022</u>	<u>11341568-B1</u>

SCHEDULE C-2

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>	<u>Status</u>
	<u>United States</u>	<u>88189417</u>	<u>11 Nov. 2018</u>	<u>5962810</u>	<u>14 Jan 2020</u>	<u>IC 042. US 100 101. G & S: online non-downloadable software for use in the field of retail sales and ecommerce</u>	<u>Registered</u>
<u>Conversational Cart Recovery</u>	<u>United States</u>	<u>90135098</u>	<u>25 Aug. 2020</u>	<u>6584601</u>	<u>7 Dec. 2021</u>	<u>IC 038. US 100 101 104. G & S: Electronic messaging services; Electronic transmission of messages.</u>	<u>Registered</u>

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