

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADWIRE, LLC		04/24/2023	Limited Liability Company: COLORADO
SPACECRAFT, INC.		04/24/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6005368	TOP RATED LOCAL	
Registration Number:	5088720	#1 WEBSITE PLATFORM	
Registration Number:	4784512	MARKETING 360	
Registration Number:	4772987	FUEL YOUR BRAND	
Registration Number:	4801398	#1 MARKETING PLATFORM	
Registration Number:	4631344	WEBSITES 360	
Registration Number:	4571068	MADWIRE	
Registration Number:	4423388	TOP RATED LOCAL	
Registration Number:	4459243	MARKETING 360	
Registration Number:	4299589	TOP PLACEMENT ADS	
Registration Number:	5086271	SEO EVERYTHING	
Registration Number:	3053437	LIVEBOOKS	
CORRESPONDENCE DATA			
Fax Number:	2136272579		
<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:	2134579864		
Email:	dkay@mcguirewoods.com		

OP \$315.00 6005368

Correspondent Name: Don Kay
Address Line 1: 355 S. Grand Avenue, Suite 4200
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 2067147-0024

NAME OF SUBMITTER: Don Kay

SIGNATURE: /Don Kay/

DATE SIGNED: 04/24/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 24, 2023 (the “Effective Date”) by and between TEXAS CAPITAL BANK (“Lender”) and MADWIRE, LLC, a Colorado limited liability company and SpaceCraft, Inc., a Texas corporation (individually and collectively, the “Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the 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). Lender is willing to make the Advances to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor’s Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation 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. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” trademarks at all times 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, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing the Lender with written notice of such registration within five (5) days thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender’s interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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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:

Address of Grantor:

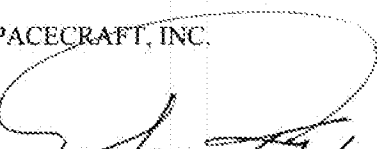
MADWIRE LLC

3405 S. Timberline Rd.
Fort Collins, CO 80525

By: 
Name: Joseph Kilday
Title: CEO

SPACECRAFT, INC.

3405 S. Timberline Rd.
Fort Collins, CO 80525

By: 
Name: Joseph Kilday
Title: CEO

Address of Lender:

2000 McKinney Avenue, Suite 700
Dallas, TX 75201

LENDER:

TEXAS CAPITAL BANK

By: 
Name: Josh Seaman
Title: Executive Director

SCHEDULE A

Copyrights

<u>Title</u>	<u>Registration No.</u>	<u>Registration date</u>	<u>Registrant</u>
<u>Top Placement Ads Website.</u>	<u>VA0001907609</u>	<u>3/31/2014</u>	<u>Madwire Media, LLC</u>
<u>Retargeting Ad.</u>	<u>VA0001907613</u>	<u>3/31/2014</u>	<u>Madwire Media, LLC</u>
<u>Natural Listing Ads website.</u>	<u>VA0001907610</u>	<u>3/31/2014</u>	<u>Madwire Media, LLC</u>
<u>My Marketing 360.</u>	<u>VA0001920438</u>	<u>7/14/2014</u>	<u>Madwire Media, LLC</u>
<u>marketing360.com.</u>	<u>VA0001920430</u>	<u>7/14/2014</u>	<u>Madwire Media, LLC</u>
<u>Local Listing Ads.</u>	<u>VA0001907611</u>	<u>3/31/2014</u>	<u>Madwire Media, LLC</u>
<u>HVACMarketing360.com.</u>	<u>VA0001923933</u>	<u>8/13/2014</u>	<u>Madwire Media, LLC</u>
<u>eCommerceMarketing360.com.</u>	<u>VA0001924212</u>	<u>8/13/2014</u>	<u>Madwire Media, LLC</u>
<u>ChiropracticMarketing360.com.</u>	<u>VA0001924491</u>	<u>8/13/2014</u>	<u>Madwire Media, LLC</u>
<u>BusinessWebsites360.com.</u>	<u>VA0001923942</u>	<u>8/13/2014</u>	<u>Madwire Media, LLC</u>
<u>BigCommerceMarketing360.com.</u>	<u>VA0001937340</u>	<u>8/13/2014</u>	<u>Madwire Media, LLC</u>
<u>Website-Mad-Wire1 .</u>	<u>VA0002103175</u>	<u>6/21/2013</u>	<u>Madwire Media, LLC</u>

SCHEDULE B

Trademarks

Mark	Filing Date	Appl. No.	Reg. No.	Reg. Date	Registrant/Owner
TOP RATED LOCAL	Mar. 01, 2019		6005368	Mar. 10, 2020	Madwire, LLC
#1 WEBSITE PLATFORM	Jun. 09, 2016		5088720	Nov. 22, 2016	Madwire, LLC
	Jul. 10, 2014		4784512	Aug. 04, 2015	Madwire, LLC
FUEL YOUR BRAND	Nov. 26, 2014		4772987	Jul. 14, 2015	Madwire, LLC
#1 MARKETING PLATFORM	Oct. 28, 2014		4801398	Aug. 25, 2015	Madwire, LLC
WEBSITES 360	Jan. 21, 2014		4631344	Nov. 04, 2014	Madwire, LLC
MADWIRE	Aug. 08, 2013		4571068	Jul. 22, 2014	Madwire, LLC
Top Rated Local	Jun. 21, 2013		4423388	Oct. 22, 2013	Madwire, LLC
MARKETING 360	Jun. 20, 2013		4459243	Dec. 31, 2013	Madwire, LLC

Top Placement Ads	Sep. 11, 2012		4299589	Mar. 05, 2013	Madwire, LLC
SEO EVERYTHING	Apr. 13, 2016		5086271	Nov. 22, 2016	SpaceCraft, Inc.
liveBooks	Jul. 01, 2004		3053437	Jan. 31, 2006	SpaceCraft, Inc.

SCHEDULE C

Patents

Registered Patents

None.