

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXP HOLDINGS LLC		04/26/2023	Limited Liability Company: DELAWARE
NEXTPOINT HOLDINGS INC.		04/26/2023	Corporation: ILLINOIS
NEXTPOINT INC.		04/26/2023	Corporation: ILLINOIS
NEXTPOINT LAW GROUP LLC		04/26/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	RF INVESTMENT PARTNERS SBIC II, LP, as Agent		
Street Address:	150 N. Wacker Drive, Suite 2160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78783188	NEXTPOINT	
Serial Number:	86313558	N NEXTPOINT	
Serial Number:	77982031	DISCOVERY CLOUD	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	04/27/2023		

CH \$90.00 78783188

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 26, 2023 (this "Agreement"), is made by NXP HOLDINGS LLC, a Delaware limited liability company (the "Issuer"), NEXTPOINT HOLDINGS, INC., an Illinois corporation ("Holdings"), NEXTPOINT INC., an Illinois corporation ("Nextpoint"), and Nexpoint Law Group LLC, an Arizona limited liability company ("Nextpoint Law" and, together with the Issuer, Holdings and Nextpoint, collectively the "Grantors and each, a "Grantor"), in favor of RF INVESTMENT PARTNERS SBIC II, LP, a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of itself and the Purchasers (as defined below). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Issuer, the Issuer Parties from time to time party thereto, the persons from time to time party thereto as purchasers (the "Purchasers") and Agent have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Grantors and each other person party thereto as a guarantor or grantor have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Agent for the benefit of itself and the Purchasers; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Security Agreement, the Grantors hereby agree as follows:

Section 1 **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent, for the benefit of itself and the Purchasers, and grants to Agent, for the benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Collateral");

(i) all of its Patents, including, without limitation, those referred to on Schedule I hereto;

(ii) all of its Trademarks and all trademark licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto, but excluding any "intent to use" Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(iii) all of its Copyrights, including without limitation, those referred to on Schedule III hereto;

(iv) all renewals and extensions of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Section 2 **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 3 **Grantors Remain Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral, in each case subject to a security interest hereunder.


Section 4 **Counterparts.** This Agreement may be executed in any number of counterparts, including by means of electronic signature or other scanned .pdf, and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of Illinois, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.


NXP HOLDINGS LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Rakesh Madhava
Title: Manager

NEXTPOINT HOLDINGS INC., an Illinois corporation, as a Grantor

By: 
Name: Rakesh Madhava
Title: President

NEXTPOINT INC., an Illinois corporation, as a Grantor

By: 
Name: Rakesh Madhava
Title: President

NEXTPOINT LAW GROUP LLC, an Arizona limited liability company, as a Grantor

By: _____
Name: Andrew Greene
Title: Manager

TRADEMARK

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

NXP HOLDINGS LLC, a Delaware limited liability company, as a Grantor

By: _____
Name: Rakesh Madhava
Title: Manager

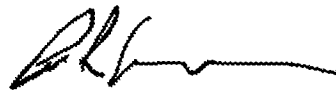
NEXTPOINT HOLDINGS INC., an Illinois corporation, as a Grantor

By: _____
Name: Rakesh Madhava
Title: President

NEXTPOINT INC., an Illinois corporation, as a Grantor

By: _____
Name: Rakesh Madhava
Title: President

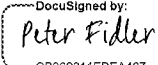
NEXTPOINT LAW GROUP LLC, an Arizona limited liability company, as a Grantor

By:  _____
Name: Andrew Greene
Title: Manager

TRADEMARK

RF INVESTMENT PARTNERS SBIC II, LP, as Agent

By: RF Investment Partners II, LLC, its general partner

By: 

Name: Peter Fidler

Title: Managing Member

SCHEDULE I

Patents

None.

Patent Applications


None.

Patent Licenses

None.

SCHEDULE II

Registered Trademarks

Trademark and Service marks	Registrant	Serial No.	Registration No.	Registration Date
NEXTPOINT	Nextpoint Inc.	78783188	3769359	3/30/10
 NEXTPOINT	Nextpoint Inc.	86313558	4691482	2/24/15
DISCOVERY CLOUD	Nextpoint Inc.	77982031	4132372	4/24/12

Trademark Applications

Trademark and Service marks	Registrant	Serial No.	Filing Date
N/A	N/A	N/A	N/A

Trademark Licenses

None.

SCHEDULE III

Registered Copyrights

Title	Registrant	Registration No.	Registration Date
trialManager.	Nextpoint, Inc.	TX0006486760	09/22/06