

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bidtellect, LLC		05/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4950347	INTELLIBID	
Registration Number:	4628336	NATIVE INTELLIGENCE	
Registration Number:	4617185	BIDTELLECT	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1584387-0002-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	05/11/2023		
Total Attachments: 5			
source=Project Silver - Trademark Security Agreement (Bidtellect) (Executed Version May 10)#page1.tif			
source=Project Silver - Trademark Security Agreement (Bidtellect) (Executed Version May 10)#page2.tif			

CH \$90.00 4950347

source=Project Silver - Trademark Security Agreement (Bidtellect) (Executed Version May 10)#page3.tif
source=Project Silver - Trademark Security Agreement (Bidtellect) (Executed Version May 10)#page4.tif
source=Project Silver - Trademark Security Agreement (Bidtellect) (Executed Version May 10)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2023, by BIDTELLECT, LLC (the “**Grantor**”), in favor of BSP AGENCY, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

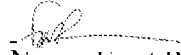
Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

GRANTOR:

BIDTELLECT, LLC

By:



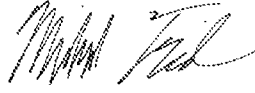
Name: Frost R. R. Prioleau

Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008069 FRAME: 0404

BSP AGENCY, LLC, as Collateral Agent



By:

Name: Mike Frick
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008069 FRAME: 0405

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	Bidtellect, LLC	INTELLIBID	5/3/2016	4950347
2.	Bidtellect, LLC	NATIVE INTELLIGENCE	10/28/2014	4628336
3.	Bidtellect, LLC	BIDTELLECT	10/7/2014	4617185

2. Trademark Applications

None.