

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REV.IO, LLC		07/03/2023	Limited Liability Company: DELAWARE
REV.IO HOLDINGS, INC.		07/03/2023	Corporation: DELAWARE
TIGERPAW SOFTWARE,LLC		07/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5413600	REV.IO	
Registration Number:	3579026	TIGERPAW	
Registration Number:	3579027	TIGERPAW	
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@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	2059436		
NAME OF SUBMITTER:	Gwendolyn Meccas		

OP \$90.00 5413600

SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	07/10/2023
Total Attachments: 8 source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page1.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page2.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page3.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page4.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page5.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page6.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page7.tif source=2059436 FINAL - F04. Intellectual Property Security Agreement - Rev.io#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), is entered into as of June 30, 2023, by and among **REV.IO, LLC**, a Delaware limited liability company (“*Borrower*”), each other entity listed on the signature page hereto as a grantor (together with Borrower, each a “*Grantor*”, and collectively, the “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “*Loans*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **REVLIO HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), Borrower, the several banks and other financial institutions or entities from time to time parties thereto (each, a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Holdings, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Holdings, Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to

and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:

- a. the Patents and Patent Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto;
- b. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit B hereto;
- c. the Copyrights and Copyright Licenses (as such terms are defined in the Guarantee and Collateral Agreement), listed on Exhibit C hereto;

and including, without limitation, all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), any goodwill associated therewith, 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.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.
4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE**

PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES OTHER THAN SECTION 5-1401 AND 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAWS).

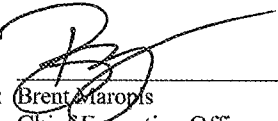
5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
7. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Credit Agreement are incorporated by reference; *mutatis mutandis*.

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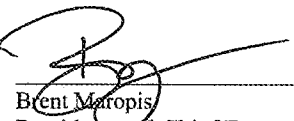
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

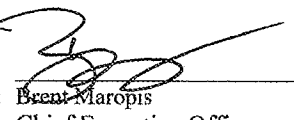
REV.IO, LLC

By: 
Name: Brent Maropis
Title: Chief Executive Officer

REV.IO HOLDINGS, INC.

By: 
Name: Brent Maropis
Title: President and Chief Executive Officer

TIGERPAW SOFTWARE, LLC

By: 
Name: Brent Maropis
Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY


By: 
Name: Kelan Betancourt
Title: Vice President

EXHIBIT A
PATENTS AND PATENT LICENSES

None.

ny-2579763

TRADEMARK
REEL: 008127 FRAME: 0975

EXHIBIT B

TRADEMARKS AND TRADEMARK LICENSES


<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Grantor</u>	<u>Mark</u>
USA	5,413,600	02-27-2018	06-10-2016	Rev.io, LLC	REV.IO
USA	3,579,026	02/24/2009	02/28/2008	Tigerpaw Software, LLC	TIGERPAW
USA	3,579,027	02/24/2009	02/28/2008	Tigerpaw Software, LLC	

EXHIBIT C

COPYRIGHTS AND COPYRIGHT LICENSES

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Rev.io, LLC	USA	TX0006507627	09-06-2006	H2O Software
Tigerpaw Software, LLC	USA	TX0008560395	03-30-2018	Text – Computer Program
Tigerpaw Software, LLC	USA	TX0008592584	03-30-2018	Text – Computer Program

ny-2579763