

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redpoint Global Inc.		08/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State bank: TEXAS		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3167454	DATALEVER	
Registration Number:	6421196		
Registration Number:	6761089		
Registration Number:	6442346	HOW LEADING MARKETERS LEAD MARKETS.	
Registration Number:	7032907	LAB	
Registration Number:	6204721	ORCHARD TALKS	
Registration Number:	6209771	ORCHARD TALKS TECHNICAL WEBINAR BY REDPO	
Registration Number:	6811762	REDPOINT	
Registration Number:	6275146	REDPOINT	
Registration Number:	6208847	REDPOINT	
Registration Number:	5725701	REDPOINT GLOBAL	
Registration Number:	6754918	REDPOINT INTELLIGENT ORCHESTRATION	
Registration Number:	6768707	REDPOINTER	
Registration Number:	6640053	RG	
Registration Number:	6640055	RG REDPOINT	
Registration Number:	6640054	RG REDPOINT	
Registration Number:	6768706	RG1	
Registration Number:	6647214	RGONE	

CH \$515.00 3167454

Property Type	Number	Word Mark
Registration Number:	6421198	THE ORCHARD
Registration Number:	6421197	THE ORCHARD REDPOINT INSIGHTS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 14155911000
Email: TrademarksCH@winston.com
Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	08/24/2023

Total Attachments: 10

- source=IP Security Agreement (TCB -- Redpoint) Executed#page1.tif
- source=IP Security Agreement (TCB -- Redpoint) Executed#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 18, 2023 by and between **TEXAS CAPITAL BANK**, a Texas state bank (“Bank”) and **REDPOINT GLOBAL INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof by and among Bank and Grantor (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all Intellectual Property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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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:

Redpoint Global Inc.
888 Worcester St., Ste. 200
Wellesley, MA 02482
Attn: Ian Mott, CFO
Email: ian.mott@redpointglobal.com

REDPOINT GLOBAL INC.

By: 
Name: Ian Mott
Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

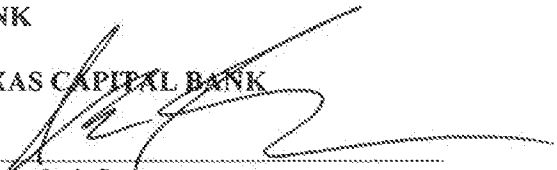
TRADEMARK
REEL: 008177 FRAME: 0438

Address:

Texas Capital Bank
2000 McKinney Avenue, Suite 700
Dallas, TX 75201
Attn: Josh Seaman
Email: josh.seaman@texascapitalbank.com

BANK

TEXAS CAPITAL BANK

By: 
Name: Josh Seaman
Title: Executive Director

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008177 FRAME: 0439

EXHIBIT A

Copyrights

None.

EXHIBIT B




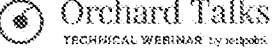


Patents





<u>Issuing Authority</u>	<u>Title of Invention</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
U.S. Patent & Trademark Office	A Finite State Machine Based Temporal Path To Purchase Customer Marketing System	18317132	May 15, 2023
U.S. Patent & Trademark Office	Identity Resolution Using Iterative Supervised Machine Learning	18317134	May 15, 2023
U.S. Patent & Trademark Office	Personalized Product/Offer Recommendation Matching System	18317129	May 15, 2023

EXHIBIT C

Trademarks

(see next page)

Trademark Name	Image	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
DATALEVER		United States of America	78500457	15-Oct-2004	3167454	07-Nov-2006	Registered	RedPoint Global Inc.
Dot within Circle Design (Orchard Icon Design)		United States of America	88897586	01-May-2020	6421196	13-Jul-2021	Registered	RedPoint Global Inc.
Dots and Circle Design		United States of America	88897636	01-May-2020	6761089	14-Jun-2022	Registered	RedPoint Global Inc.
HOW LEADING MARKETERS LEAD MARKETS.		United States of America	88897696	01-May-2020	6442346	03-Aug-2021	Registered	RedPoint Global Inc.
L (stylized)		United States of America	97372904	20-Apr-2022	7032907	18-Apr-2023	Registered	RedPoint Global Inc.
LEARN REDPOINT		United States of America	90640901	13-Apr-2021			Allowed	RedPoint Global Inc.
ORCHARD TALKS		United States of America	88897657	01-May-2020	6204721	24-Nov-2020	Registered	RedPoint Global Inc.
ORCHARD TALKS TECHNICAL WEBINAR BY REDPOINT (stylized)		United States of America	88897682	01-May-2020	6209771	01-Dec-2020	Registered	RedPoint Global Inc.
REDPOINT		United States of America	90688782	04-May-2021	6811762	09-Aug-2022	Registered	RedPoint Global Inc.
REDPOINT		United States of America	88663465	22-Oct-2019	6275146	23-Feb-2021	Registered	RedPoint Global Inc.
REDPOINT		United States of America	88663518	22-Oct-2019	6208847	01-Dec-2020	Registered	RedPoint Global Inc.
REDPOINT GLOBAL & Design		United States of America	88053619	26-Jul-2018	5725701	16-Apr-2019	Registered	RedPoint Global Inc.
REDPOINT INTELLIGENT ORCHESTRATION		United States of America	88897702	01-May-2020	6754918	07-Jun-2022	Registered	RedPoint Global Inc.
REDPOINT TRUST INDEX		United States of America	90771858	14-Jun-2021			Allowed	RedPoint Global Inc.
REDPOINTER		United States of America	88898004	01-May-2020	6768707	21-Jun-2022	Registered	RedPoint Global Inc.
RG (stylized)		United States of America	88897518	01-May-2020	6640053	08-Feb-2022	Registered	RedPoint Global Inc.

Trademark Name	Image	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
RG REDPOINT HORIZONTAL Logo		United States of America	88897558	01-May-2020	6640055	08-Feb-2022	Registered	RedPoint Global Inc.
RG REDPOINT VERTICAL Logo		United States of America	88897526	01-May-2020	6640054	08-Feb-2022	Registered	RedPoint Global Inc.
RG1 (stylized)		United States of America	88897614	01-May-2020	6768706	21-Jun-2022	Registered	RedPoint Global Inc.
RG1 CLOUD		United States of America	97659675	02-Nov-2022			Pending	RedPoint Global Inc.
RG1 FLEX		United States of America	97768880	26-Jan-2023			Pending	RedPoint Global Inc.
RGONE		United States of America	88897712	01-May-2020	6647214	15-Feb-2022	Registered	RedPoint Global Inc.
RGONE CLOUD		United States of America	97659684	03-Nov-2022			Pending	RedPoint Global Inc.
RGONE FLEX		United States of America	97768891	26-Jan-2023			Pending	RedPoint Global Inc.
THE ORCHARD		United States of America	88897652	01-May-2020	6421198	13-Jul-2021	Registered	RedPoint Global Inc.
THE ORCHARD REDPOINT INSIGHTS (stylized)		United States of America	88897649	01-May-2020	6421197	13-Jul-2021	Registered	RedPoint Global Inc.