

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PYPESTREAM INC.		08/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GREAT AMERICAN INSURANCE COMPANY		
Street Address:	201 E. 4th St.		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6056310	DOVETAIL	
Registration Number:	6573860	P	
Registration Number:	5446494	PRAGMATIC AI	
Registration Number:	5670191	PYPE	
Registration Number:	5399843	PYPEBOT	
Registration Number:	5338839	PYPEPRO	
Registration Number:	5479541	PYPESTREAM	
Registration Number:	5479555	PYPESTREAM	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135796590		
Email:	mmusekamp@kmklaw.com		
Correspondent Name:	Mark E. Musekamp		
Address Line 1:	One East 4th Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	AM5800-FI0121		
NAME OF SUBMITTER:	Mark Eric Musekamp		

OP \$215.00 6056310

SIGNATURE:	/Mark Eric Musekamp/
DATE SIGNED:	08/29/2023
Total Attachments: 10 source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page1.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page2.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page3.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page4.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page5.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page6.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page7.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page8.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page9.tif source=Pypestream - IP Security Agreement Fully Executed(12897956.1) (002)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of August 29, 2023, is made by the parties listed on the signature page hereof (each a “Grantor”) in favor of GREAT AMERICAN INSURANCE COMPANY (the “Agent”), as Agent for the Lenders under that certain Amended and Restated Loan and Security Agreement dated as of August 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), among Pypestream Inc., a Delaware corporation, the Lenders and Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan and Security Agreement.

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Grantor authorized Agent to file this short form agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the “Patents”);

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, in any media, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule 3 hereof), all registrations and recordings thereof, and all applications in connection therewith,

including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of the United States or any political subdivision thereof;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each 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 IP Security Agreement upon request by Agent.

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

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this IP Security by facsimile transmission or equivalent electronic transmission (including .pdf format) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security 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 IP Security 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PYPESTREAM INC.

DocuSigned by:
Richard Smullen
By _____
A92B28546F694BE...
Name: Richard Smullen
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

AGREED TO AND ACCEPTED:

GREAT AMERICAN INSURANCE
COMPANY, as Agent

By 

Name: Stephen C. Beraha

Title: Assistant Vice President

[Signature Page to Intellectual Property Security Agreement]

12885204

TRADEMARK
REEL: 008181 FRAME: 0639

EXHIBIT A

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Schedule 2 – Trademark Registrations and Applications

Schedule 3 – Copyright Registrations and Applications

Ex. A

SCHEDULE 1

Issued Patents and Patent Applications

MLB Ref	Country	Application No.	Filing Date	Application Title	Publication Number
115971-5001	US	15/081,766	3/25/16	CHANNEL BASED COMMUNICATION AND TRANSACTION SYSTEM	2016-0285798
115971-5001	US01	15/269,697	9/19/16	CHANNEL BASED COMMUNICATION AND TRANSACTION SYSTEM	2017-0012907
115971-5001	US02	15/559,286	9/18/17	CHANNEL BASED COMMUNICATION AND TRANSACTION SYSTEM	
115971-5001	US03	15/707,833	9/18/17	CHANNEL BASED COMMUNICATION AND TRANSACTION SYSTEM	2018-0006978
115971-5001	US	62/137,843	3/25/15	CHANNEL BASED COMMUNICATION AND TRANSACTION SYSTEM	
115971-5001	WO	PCT/US16/24373	3/25/16	CHANNEL BASED COMMUNICATION AND TRANSACTION SYSTEM	2016/154603
115971-5002	US	62/265,988	12/11/15	BIDIRECTIONAL COMMUNICATION AND MESSAGE PROCESSING	
115971-5003	US	62/264,850	12/8/15	MESSAGE AGGREGATION AND PROCESSING	
115971-5004	US	15/294,368	10/14/16	SYSTEMS AND METHODS FOR INVOKING CHATBOTS IN A CHANNEL BASED COMMUNICATION SYSTEM	2017-0048170
115971-5004	US01	15/452,486	5/7/17	SYSTEMS AND METHODS FOR INVOKING CHATBOTS IN A CHANNEL BASED COMMUNICATION SYSTEM	2017-0180284
115971-5004	US02	15/919,987	3/13/18	SYSTEMS AND METHODS FOR INVOKING CHATBOTS IN A CHANNEL BASED COMMUNICATION SYSTEM	2018-0212904
115971-5004	US03	16/876,378	5/18/20	SYSTEMS AND METHODS FOR	2020-0351227

				INVOKING CHATBOTS IN A CHANNEL BASED COMMUNICATION SYSTEM	
115971-5004	US04	17/408,033	8/20/21	SYSTEMS AND METHODS FOR INVOKING CHATBOTS IN A CHANNEL BASED COMMUNICATION SYSTEM	
115971-5004	US	62/407,873	10/13/16	SYSTEMS AND METHODS FOR INVOKING CHATBOTS IN A CHANNEL BASED COMMUNICATION SYSTEM	
115971-5005	US	16/031,942	7/10/18	SYSTEMS AND METHODS FOR CHANNEL BASED COMMUNICATION AND ENGAGEMENT THROUGH ADVERTISING UNITS	2018-0324120
115971-5005	US01	16/797,920	2/21/20	SYSTEMS AND METHODS FOR CHANNEL BASED COMMUNICATION AND ENGAGEMENT THROUGH ADVERTISING UNITS	2020-0195592
115971-5005	US	62/547,680	8/18/17	CHANNEL BASED COMMUNICATION AND ENGAGEMENT THROUGH ADVERTISING UNITS	
115971-5005	US	62/373,371	8/11/16	CHANNEL BASED COMMUNICATION AND ENGAGEMENT THROUGH ADVERTISING UNITS	
115971-5007	US	62/410,868	10/21/16	INTELLIGENT AUTOMATION AGENT CREATION AND MANAGEMENT SYSTEM	
115971-5007	PR01	62/576,750	10/25/17	INTELLIGENT AUTOMATION AGENT CREATION AND MANAGEMENT SYSTEM	
115971-5008	US	62/489,609	4/25/17	CONTENT DELIVERY INTO A MESSAGE STREAM FOR CONSUMER ENGAGEMENT DURING A RESPONSE WAIT TIME	
115971-5008	US01	62/326,011	4/22/16	CONTENT DELIVERY INTO A MESSAGE STREAM FOR CONSUMER ENGAGEMENT DURING A RESPONSE WAIT TIME	

115971-5009	US	62/804,669	2/12/19	SYSTEMS AND METHODS FOR CUSTOMIZED CHANNEL BASED CONVERSATIONAL INTERFACES	
115971-5009	US01	62/819,426	3/15/19	SYSTEMS AND METHODS FOR CUSTOMIZED MEDIA SERVICE INTERACTION VIA CONVERSATIONAL INTERFACE	
115971-5010	US	62/867,473	6/27/19	MULTI-MODEL APPROACH TO IDENTIFYING CONTENT	

SCHEDULE 2

Trademark Registrations and Applications

Trademark	Docket Number	Status	Application No.	Registration No.
DOVETAIL	115971.2050	Registered	88332136	6056310
P Cloud Logo	115971.2110	Registered	90466659	6573860
Pragmatic AI	115971.2080	Registered	87511705	5446494
PYPE	115971.2040	Registered	88008674	5670191
PypeBot	115971.2060	Registered	87341705	5399843
PypePro	115971.2070	Registered	87393375	5338839
Pypestream	115971.2090	Registered	87598767	5479541
Pypestream (& P logo)	115971.2100	Registered	87602630	5479555

SCHEDULE 3

Copyright Registrations and Applications

None.