

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXECVISION, INC.		08/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company		
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5048686		
Registration Number:	5045054	EXECVISION	
Registration Number:	5073345	CALL CAMP	
Registration Number:	5045051	EXECVISION	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	2100680 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	08/29/2023		
Total Attachments: 8			

OP \$115.00 5048686

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of August 29, 2023, by and between SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“Bank”) and EXECVISION, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor, (ii) INSIGHTSQUARED, INC., a Delaware corporation, (iii) MEDIAFLY INC., a Delaware corporation, and (iv) APTOLOGY, INC., a Delaware corporation (jointly and severally, individually and collectively, “Borrower”) (the “Loans”), in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Borrower and Bank, dated as of June 1, 2015, a certain First Loan Modification Agreement by and between Borrower and Bank dated as of February 8, 2017, as further amended by a certain Second Loan Modification Agreement by and between Borrower and Bank dated as of June 30, 2017, as further amended by a certain Third Amendment to Amended and Restated Loan and Security Agreement by and between Borrower and Bank dated as of November 22, 2017, as further amended by a certain Fourth Loan Modification Agreement by and between Borrower and Bank dated as of November 21, 2018, as further amended by a certain Fifth Loan Modification Agreement by and between Borrower and Bank dated as of March 29, 2019, as further amended by a certain Sixth Loan Modification Agreement by and between Borrower and Bank dated as of December 20, 2019, as further amended by a certain Deferral Agreement by and between Borrower and Bank dated as of April 1, 2020, as further amended by a certain Seventh Loan Modification Agreement by and between Borrower and Bank dated as of October 13, 2020, as further amended by a certain Eighth Loan Modification Agreement by and between Borrower and Bank dated as of June 24, 2021, as further amended by a certain Joinder and Ninth Loan Modification Agreement by and among Borrower and Bank dated as of January 14, 2022, as further amended by a certain Tenth Loan Modification Agreement by and among Borrower and Bank dated as of December 9, 2022, as further amended by a certain Eleventh Loan Modification Agreement by and among Borrower and Bank dated as of December 28, 2022, and as further amended by a certain Joinder and Twelfth Loan Modification Agreement by and among Borrower and Bank dated as of even date hereof (as the same may be further 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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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, any and all right, title and interest of Grantor in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and (to the extent applicable) derivative work based thereon, 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 any and all copyright registrations and applications for registration of copyrights 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 of Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, any and all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation any and all patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and service marks, 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 and service marks, including without limitation those trademark and service mark registrations and registration applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation any and all mask work registrations and registration applications set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) Any and all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use, in each case solely to the extent permitted by such license or other agreement granting such rights;

(i) Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works (to the extent applicable); and

(j) Any and 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 United States Patent and Trademark Office (“USPTO”) Commissioner for Patents, the USPTO Commissioner for Trademarks and the United States Copyright Office Register of Copyrights and any other applicable government officials to record and register this Agreement with the USPTO and the United States Copyright Office 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 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.

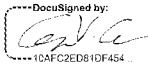
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Signature page follows.]

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 as a sealed instrument under the laws of the Commonwealth of Massachusetts.

GRANTOR:

EXECVISION, INC.

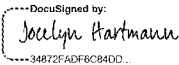
By:  _____
DocuSigned by:
Carson V. Conant
10AFC2ED81DF454

Name: Carson V. Conant

Title: Chief Executive Officer

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY (SUCCESSOR BY PURCHASE
TO THE FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
SILICON VALLEY BRIDGE BANK, N.A. (AS
SUCCESSOR TO SILICON VALLEY BANK))

By:  _____
DocuSigned by:
Jocelyn Hartmann
34872FADF6CB4DD

Name: Jocelyn Hartmann

Title: **Market Manager**

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

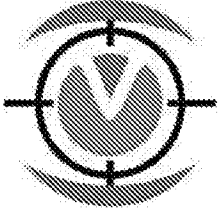
JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	<i>Design Only</i> 	86/903,10 1	02/10/20 16	50486 86	09/27/201 6	ExecVision , Inc.
UNITED STATES	EXECVISION and Design EXECVISION	86/903,17 1	02/10/20 16	50450 54	09/20/201 6	ExecVision , Inc.
UNITED STATES	CALL CAMP	87/013,54 8	04/25/20 16	50733 45	11/01/201 6	ExecVision , Inc.
UNITED STATES	EXECVISION	86/903,15 1	02/10/20 16	50450 51	09/02/201 6	ExecVision , Inc.

EXHIBIT D

Mask Works

None.