

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InsightSquared, Inc.		08/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BIP Ventures Evergreen BDC		
Street Address:	3575 Piedmont Road		
Internal Address:	Building 15, 7th Floor, Suite 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5467968	OLONO	
Registration Number:	5474324	OLONO S	
Registration Number:	5377141	TILES	
Registration Number:	4022040	INSIGHTSQUARED	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ipdocket@nelsonmullins.com,geordie.zug@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 South College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	09/14/2023		
Total Attachments: 13			

CH \$115.00 5467968

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Agreement"), dated as of August 29, 2023, is by and among BIP Ventures Evergreen BDC ("BIP"), as agent for the Lenders (as defined below) (in such capacity as agent, including its successors and permitted assigns, the "Secured Party"), Mediafly, Inc., a Delaware corporation ("Mediafly"), InsightSquared, Inc., a Delaware corporation ("InsightSquared"), ExecVision, Inc., a Delaware corporation ("ExecVision"), Aptology, Inc., a Delaware corporation ("Aptology"), iPresent Limited, a company incorporated in England and Wales ("iPresent"), and iPresent Group Limited, a company incorporated in England and Wales ("iPresent Group"), and together with Mediafly, InsightSquared, ExecVision, Aptology, and iPresent, together, collectively, the "Grantors").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among Mediafly, InsightSquared, ExecVision, and Aptology, as borrowers (collectively, the "Borrower"), the other Loan Parties a party thereto from time to time, the lenders from time to time party thereto ("Lenders"), and the Secured Party (as further amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), among other things, the Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in the Loan Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrowers, but only upon the condition, among others, that the Grantors shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by the Grantors to secure the obligations of the Grantors under the Financing Agreements.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantors have granted to the Secured Party a security interest in all of the Grantors' 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 and the Financing Agreements now existing or hereafter arising, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance of the Obligations, each Grantor grants and pledges to the Secured Party a security interest in all of such Grantor's right, title and interest in, to and under, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto, respectively, including without limitation all proceeds and products thereof

(such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, as applicable.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the Financing Agreements, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Loan Agreement or the Financing Agreements, 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or the Financing Agreements, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by the Secured Party of any or all other rights, powers or remedies.

3. Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights constituting Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any foreign territory, except for such intellectual property rights that have been abandoned prior to the date hereof and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.

6. The following are the addresses for any notices with respect to this Agreement:

If to any Grantor: Mediafly, Inc.
150 N. Michigan Ave., Suite 2000
Chicago, IL 60601
Attn: Carson Conant,
Chief Executive Officer
Telephone No.: 312-281-5175
Fax No.: 847-324-0774
Email: carson.conant@mediafly.com

with a copy to Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, IL 60661-3693
Attn: Jeffrey R. Patt
Telephone No.: 312-902-5604
Fax No.: 321-577-8864
Email: jeffrey.patt@kattenlaw.com

If to Secured Party: BIP Ventures Evergreen BDC
Piedmont Center
3575 Piedmont Road
Building 15, 7th Floor, Suite 730
Atlanta, GA 30305
Attn: Mark Buffington, Managing Partner
Email: mbuffington@bipventures.vc

with a copy to: Nelson Mullins Riley & Scarborough LLP
One Financial Center, Suite 3500
Boston, MA 02111
Attn: James W. Bartling
Telephone No.: 617-217-4692
Fax No.: 617.217.4710
Email: jim.bartling@nelsonmullins.com

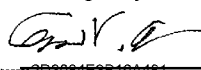
7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Agreement

SIGNATURE PAGE FOLLOWS

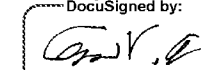
IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Agreement as of the date first above written.

DEBTOR:


MEDIAFLY, INC.

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

INSIGHTSQUARED, INC.

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

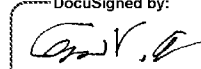
EXECVISION, INC.

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

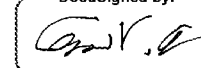
APTOLOGY, INC.

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

IPRESENT LIMITED

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

IPRESENT GROUP LIMITED

DocuSigned by:
By: 
Name: Carson V. Conant
Title: Chief Executive Officer

[Signatures Continue on Following Page]

SECURED PARTY:

BIP VENTURES EVERGREEN BDC,
as Agent and Lender

DocuSigned by:

Mark A Buffington

By:

08EC367C8EA74EE

Name: Mark Buffington

Title: Managing Partner

EXHIBIT A

COPYRIGHTS

<i>Title</i>	<i>Issue Date</i>	<i>Reg. No.</i>	<i>Claimant</i>
The Alinean Xcell:ive Saas Platform	03/23/2012	TX0007500794	Mediatify, Inc.

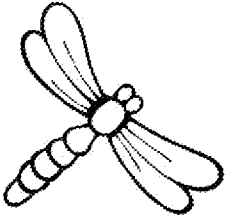
EXHIBIT B
PATENTS


Title	Country	Patent No.	Issue Date	Serial No.	Filing Date	Owner(s)	Status
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	United States	8,752,086	06/10/2014	11/836,766	08/09/2007	Mediatfy, Inc.	Issued.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	United States	9,269,099	02/23/2016	14/284,540	05/22/2014	Mediatfy, Inc.	Issued.
METHODS AND APPARATUS FOR SENDING CONTENT TO A MEDIA PLAYER	United States	10,290,023	05/14/2019	15/049,688	02/22/2016	Mediatfy, Inc.	Issued.
SYSTEMS AND METHODS FOR THE CREATION, UPDATE AND USE OF AN EVENT BASED SEARCH INDEX IN A NETWORKED COMPUTER ENVIRONMENT USING DISTRIBUTED AGENTS	United States	10,769,230	09/08/2020	15/370,874	12/6/2016	Applicant/Assignee Insightsquared, Inc.	Issued.
MACHINE AND DEEP LEARNING PROCESS MODELING OF PERFORMANCE AND BEHAVIORAL DATA	United States	11,640,555	05/02/2023	16/724251	12/21/2019	Applicant/Assignee Aptology, Inc.	Issued.


EXHIBIT C

US & FOREIGN TRADEMARK APPLICATIONS & REGISTRATIONS

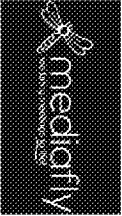

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	MEDIAFLY	86/239,068	04/01/2014	4,640,486	11/18/2014	Mediafly, Inc.
UNITED STATES	MEDIAFLY	78/918,706	06/28/2006	3,574,110	02/10/2009	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING	87/185,982	09/28/2016	5,465,360	05/03/2018	Mediafly, Inc.
UNITED STATES	EVOLVED SELLING INSTITUTE	88/817,580	03/02/2020	6,152,533	09/15/2020	Mediafly, Inc.
UNITED STATES	MISCELLANEOUS DESIGN	87/481,482	06/08/2017	5,506,318	07/03/2018	Mediafly, Inc.



JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	MISCELLANEOUS DESIGN 	90/501,643	02/01/2021	6,594,905	12/21/2021	Mediatfy, Inc.
UNITED STATES	VALUESTORY	85/673,692	07/11/2012	4,444,716	12/3/2012	Mediatfy, Inc. (via assignment from Alinean, Inc.)
UNITED STATES	ALINEAN	85/395,151	08/11/2011	4,131,211	04/24/2012	Mediatfy, Inc. (via assignment from Alinean, Inc.)
UNITED STATES	ROI ANALYST*	77/115,860	02/26/2007	3,518,900	10/21/2008	Mediatfy, Inc. (via assignment from Alinean, Inc.)
UNITED STATES	PRESENTIFY	90/774,659	06/15/2021	6,806,809	08/02/2022	Mediatfy, Inc.
UNITED STATES	PRESENTIFICATION	90/775,349	06/15/2021	6,910,001	11/29/2022	Mediatfy, Inc.
UNITED STATES	REV360	97/265,567	02/14/2022	N/A	N/A	Mediatfy, Inc.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	OLONO	87/622,646	09/26/2017	5,467,968	05/15/2018	InsightSquared, Inc.
UNITED STATES	OLONO S and Design 	87/622,657	09/26/2017	5,474,324	05/22/2018	InsightSquared, Inc.
UNITED STATES	TILES	87/331,963	02/10/2017	5,377,141	01/09/2018	InsightSquared, Inc.
UNITED STATES	INSIGHTSQUARED	85/209,266	01/03/2011	4,022,040	09/06/2011	InsightSquared, Inc.
UNITED STATES	CALL CAMP	87/013,548	04/25/2016	5073345	11/01/2016	ExecVision, Inc.
UNITED STATES	EXECVISION	86/903,151	02/10/2016	5045051	09/20/2016	ExecVision, Inc.
UNITED STATES	IPRESENT	85/973,839	06/30/2013	5494810	06/19/2018	IPresent Limited United Kingdom Limited Liability Co.
UNITED STATES	IPRESENT	85/454,253	10/24/2011	4,533,963	05/20/2014	IPresent Limited United Kingdom Limited Liability Co.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
AUSTRALIA	IPRESENT	1597120	17-DEC-2013	1597120	17-DEC-2013	IPresent Limited a company organized under the laws of England
CANADA	IPRESENT	1656821	18-DEC-2013	TMAA929084	16-FEB-2016	IPresent Limited
EUROPEAN COMMUNITY (EUTM)	IPRESENT	12429676	13-DEC-2013	12429676	24-APR-2014	IPresent Limited
EUROPEAN COMMUNITY (EUTM)	iPresent	10726123	14-MAR- 2012	10726123	10-AUG- 2012	IPresent Limited
UNITED KINGDOM	IPRESENT	UK00912429 676	13-DEC-2013	UK0091242 9676	25-APR-2014	IPresent Limited
UNITED KINGDOM	IPresent	UK00910726 123	14-MAR- 2012	UK0091072 6123	10-AUG- 2012	IPresent Limited
UNITED KINGDOM	IPresent	2595041	19-SEP-2011	2595041	06-JAN-2012	IPresent Limited
UNITED KINGDOM	PRESENTIFY	3147320	01-FEB-2016	3147320	29-APR-2016	Mediafly Inc.
UNITED STATES	EVOLVED SELLING PLATFORM	87/185,955	09/28/2016	N/A	N/A	Mediafly, Inc.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	MEDIAFLY: THE PERSONAL SELLING PLATFORM	87/133,544	08/10/2016	N/A	N/A	Mediafly, Inc.
UNITED STATES	MEDIAFLY: THE EVOLVED SELLING PLATFORM	87/186,127	09/28/2016	N/A	N/A	Mediafly, Inc.
UNITED STATES	MEDIAFLY WE BRING MEETINGS TO LIFE! AND DESIGN	87/379,731	03/21/2017	N/A	N/A	Mediafly, Inc.
						
UNITED STATES	WE BRING MEETINGS TO LIFE!	87/379,914	03/21/2017	N/A	N/A	Mediafly, Inc.
UNITED STATES	MEDIAFLY THE CONTENT MOBILITY CLOUD	86/236,012	03/28/2014	N/A	N/A	Mediafly, Inc.
UNITED STATES	POWERING YOUR POINT	90/775,347	06/15/2021	N/A	N/A	Mediafly, Inc.
UNITED STATES	<i>Design Only</i> 	86/903,101	02/10/2016	5048686	09/27/2016	Exec Vision, Inc.
UNITED STATES	EXECVISION and Design EXECVISION	86/903,171	02/10/2016	5045054	09/20/2016	Exec Vision, Inc.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
UNITED STATES	FIGHT FRUGALNOMICS	85/395,120	08/11/2011	4,220539	10/09/2012	Mediatly, Inc. (via assignment from Alinean, Inc.)
UNITED STATES	REVENUE360	97/265,826	02/14/2022	N/A	N/A	Mediatly, Inc.

TRADEMARK

REEL: 008201 FRAME: 0407

RECORDED: 09/15/2023