

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839776

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST  |                       |                            |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                            |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>         |
| iPresent Limited  |  | 08/29/2023            | Company: ENGLAND AND WALES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | BIP Ventures Evergreen BDC                               |                       |                            |
| <b>Street Address:</b>  | 3575 Piedmont Road                                       |                       |                            |
| <b>Internal Address:</b>  | Building 15, 7th Floor, Suite 730                        |                       |                            |
| <b>City:</b>  | Atlanta  |                       |                            |
| <b>State/Country:</b>   | GEORGIA  |                       |                            |
| <b>Postal Code:</b>   | 30305  |                       |                            |
| <b>Entity Type:</b>   | statutory trust: DELAWARE                                |                       |                            |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 5494810  | IPRESENT              |                            |
| <b>Registration Number:</b>   | 4533963  | IPRESENT              |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                            |
| <b>Fax Number:</b>  | 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> |  |                       |                            |
| <b>Phone:</b>   | 803-799-2000   |                       |                            |
| <b>Email:</b>   | ipdocket@nelsonmullins.com,geordie.zug@nelsonmullins.com |                       |                            |
| <b>Correspondent Name:</b>  | Nelson Mullins Riley & Scarborough LLP                   |                       |                            |
| <b>Address Line 1:</b>  | 301 South College Street                                 |                       |                            |
| <b>Address Line 2:</b>  | Suite 2300, IP Department                                |                       |                            |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202                          |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Charles G. Zug   |                       |                            |
| <b>SIGNATURE:</b>   | /cgz/  |                       |                            |
| <b>DATE SIGNED:</b>   | 09/15/2023   |                       |                            |
| <b>Total Attachments: 13</b>  |  |                       |                            |
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| source=BIP - Intellectual Property Security Agreement - Executed - 4860-7804-8379 1#page2.tif   |  |                       |                            |

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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

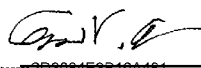
7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by 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

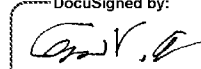
**EXECVISION, INC.**

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

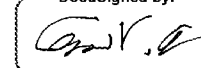
**APTOLOGY, INC.**

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. |



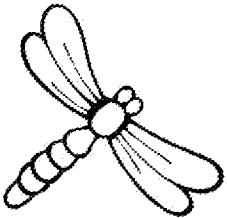
**EXHIBIT B**  
**PATENTS**


| <b>Title</b>   | <b>Country</b> | <b>Patent No.</b> | <b>Issue Date</b> | <b>Serial No.</b> | <b>Filing Date</b> | <b>Owner(s)</b>                            | <b>Status</b> |
|--|----------------|-------------------|-------------------|-------------------|--------------------|--|---------------|
| 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<br>Insightsquared, Inc. | Issued.       |
| MACHINE AND DEEP LEARNING PROCESS MODELING OF PERFORMANCE AND BEHAVIORAL DATA  | United States  | 11,640,555        | 05/02/2023        | 16/774251         | 12/21/2019         | Applicant/Assignee<br>Aptology, Inc.       | Issued.       |


**EXHIBIT C**

**US & FOREIGN TRADEMARK APPLICATIONS & REGISTRATIONS**

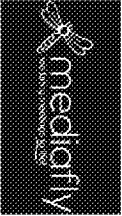

| <b>JURISDICTION</b> | <b>MARK</b>               | <b>SERIAL NO.</b> | <b>FILING DATE</b> | <b>REG. NO.</b> | <b>REG. DATE</b> | <b>OWNER</b>   |
|---------------------|---------------------------|-------------------|--------------------|-----------------|------------------|----------------|
| UNITED 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<br> | 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.<br>(via assignment from Alinean, Inc.) |
| UNITED STATES | ALINEAN  | 85/395,151 | 08/11/2011  | 4,131,211 | 04/24/2012 | Mediatfy, Inc.<br>(via assignment from Alinean, Inc.) |
| UNITED STATES | ROI ANALYST*   | 77/115,860 | 02/26/2007  | 3,518,900 | 10/21/2008 | Mediatfy, Inc.<br>(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<br> | 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<br>a company<br>organized under<br>the laws of<br>England |
| CANADA                          | IPRESENT                    | 1656821           | 18-DEC-2013     | TMAA929084        | 16-FEB-2016     | IPresent Limited   |
| EUROPEAN<br>COMMUNITY<br>(EUTM) | IPRESENT                    | 12429676          | 13-DEC-2013     | 12429676          | 24-APR-2014     | IPresent Limited   |
| EUROPEAN<br>COMMUNITY<br>(EUTM) | iPresent                    | 10726123          | 14-MAR-<br>2012 | 10726123          | 10-AUG-<br>2012 | IPresent Limited   |
| UNITED<br>KINGDOM               | IPRESENT                    | UK00912429<br>676 | 13-DEC-2013     | UK0091242<br>9676 | 25-APR-2014     | IPresent Limited   |
| UNITED<br>KINGDOM               | IPresent                    | UK00910726<br>123 | 14-MAR-<br>2012 | UK0091072<br>6123 | 10-AUG-<br>2012 | IPresent Limited   |
| UNITED<br>KINGDOM               | IPresent                    | 2595041           | 19-SEP-2011     | 2595041           | 06-JAN-2012     | IPresent Limited   |
| UNITED<br>KINGDOM               | PRESENTIFY                  | 3147320           | 01-FEB-2016     | 3147320           | 29-APR-2016     | Mediafly Inc.  |
| UNITED<br>STATES                | EVOLVED SELLING<br>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<br><b>EXECVISION</b>   | 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.<br>(via assignment from Alinean, Inc.) |
| UNITED STATES | REVENUE360         | 97/265,826 | 02/14/2022  | N/A      | N/A        | Mediatly, Inc.  |

TRADEMARK

REEL: 008201 FRAME: 0492

RECORDED: 09/15/2023