

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MESSAGEBIRD USA INC.		09/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE OWL CAPITAL CORPORATION		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4519460	ADAPTIVE DELIVERY	
Registration Number:	4656437	MOMENTUM	
Registration Number:	3931674	M MESSAGE SYSTEMS	
Registration Number:	3804420	M	
Registration Number:	2886164	MULTIVIP	
Registration Number:	4810218	SPARKPOST	
Registration Number:	6038054	SPARKPOST SIGNALS	
Registration Number:	4076168	EDATA SOURCE	
Registration Number:	5928692	INTELLISEEDS	
Registration Number:	5928719	INTELLIX AI NETWORK	
Registration Number:	2526164	POWERMTA	
Serial Number:	87797353	EDATA SOURCE	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$315.00 4519460

Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2128580

NAME OF SUBMITTER: Monet Zaccarelli

SIGNATURE: /Monet Zaccarelli/

DATE SIGNED: 09/26/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of September 25, 2023, is made by and between the companies listed on the signature page hereto (each a “Grantor” and, collectively, the “Grantors”), and **BLUE OWL CAPITAL CORPORATION** (the “Assignee”), as Security Agent, pursuant to (i) that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified or extended from time to time, the “Security Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Senior Facilities Agreement, dated as of April 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or extended from time to time, the “Facilities Agreement”), among the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Facilities Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Collateral, including the Intellectual Property Collateral set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Security Agreement, the Grantors hereby grant to the Assignee a security interest in all of the Grantors’ right, title and interest in, to and under the Intellectual Property Collateral, including the Intellectual Property Collateral set forth on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors’ Secured Obligations.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 18 of the Security Agreement. The Grantors additionally agree to execute any additional agreement or amendment hereto as provided in Section 3(e) of the Security Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

The Grantors hereby authorize and request that the United States Patent and Trademark Office record this Agreement.

This Agreement is an “Intellectual Property Security Agreement” under the Security Agreement.

5. Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery by any Company of an executed counterpart of a signature page of 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.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

BLUE OWL CAPITAL CORPORATION

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: 
Name: Jon ten Oever
Title: Authorized Signatory

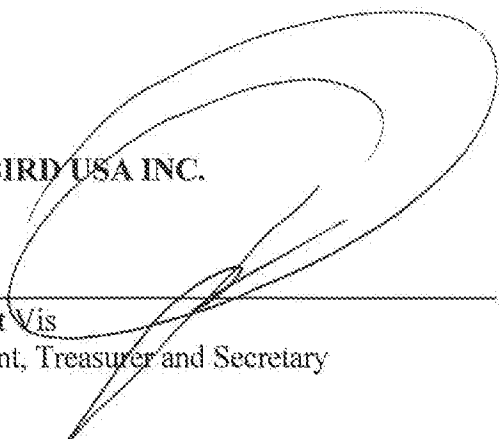
GRANTOR:

MESSAGEBIRD USA INC.

By: _____

Name: Robert Vis

Title: President, Treasurer and Secretary



A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long, sweeping tail that extends downwards and to the left. The signature is written over a horizontal dotted line.

[Signature Page to Trademark Security Agreement]

SCHEDULE A – Trademarks

Message Systems, Inc.:

Registered Trademarks

Mark	Jurisdiction	Serial No./Reg. No
ADAPTIVE DELIVERY	United States Patent and Trademark Office	85952718 / 4519460
MOMENTUM	United States Patent and Trademark Office	77718258 / 4656437
	United States Patent and Trademark Office	77708524 / 3931674
		77708491 / 3804420
MULTIVIP	United States Patent and Trademark Office	76554875 / 2886164
SPARKPOST	United States Patent and Trademark Office	86442994 / 4810218
SPARKPOST	European Union, application filed under the Madrid Protocol	USPTO Reference No. A0046704
SPARKPOST SIGNALS	United States Patent and Trademark Office	88190465 / 6038054
EDATA Source	United States Patent and Trademark Office	Serial No / reg. no: 85188066 / 4076168
INTELLISEEDS	United States Patent and Trademark Office	Serial No / reg. no:88320279 / 5928692

INTELLIX AI NETWORK	United States Patent and Trademark Office	Serial No / reg. no: 88328380 / 5928719
INTELLISEEDS	WIPO (World Intellectual Property Organization)	Serial No / reg. no: 1491916
INTELLISEEDS	Australia	Serial No / reg. no: IR No. 1491916 Australia No. 2042717
INTELLISEEDS	EUIPO, European Intellectual Property Office	Serial No / reg. no: IR No. 1491916
INTELLISEEDS	Jurisdiction: UK (GB) Intellectual Property Office	Serial No / reg. no: IR No. 1491916
INTELLISEEDS	IP India	Serial No / reg. no: 4321912
PowerMTA	United States Patent and Trademark Office	Serial No / reg. no: 78012204 / 2526164
PowerMTA	India	Serial No / reg. no: 2837467

Pending Trademark Applications

Mark: EDATA Source, Jurisdiction: United States Patent and Trademark Office, Serial No / reg. no: 87797353