

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avenu Holdings, LLC		10/02/2023	Limited Liability Company: DELAWARE
Avenu STR IP LLC		10/02/2023	Limited Liability Company: DELAWARE
Avenu SLGS Holdings, LLC		10/02/2023	Limited Liability Company: DELAWARE
Avenu Insights & Analytics, LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelity Direct Lending LLC, as Collateral Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3477587	AGILECOURT	
Registration Number:	3477586	AGILEJURY	
Registration Number:	5548384	E EGOV SYSTEMS	
Registration Number:	5078689	HARMARI	
Registration Number:	1902455	JUROR	
Registration Number:	3908160	M MUNISERVICES	
Registration Number:	4785919	MUNISERVICES	
Registration Number:	4795018	M MUNISERVICES DISCOVER. RECOVER. PROSPE	
Serial Number:	90566302	CC	
Serial Number:	90566300	CLEARVIEW	
Serial Number:	90566298	CLEARVIEW	
CORRESPONDENCE DATA			
Fax Number:	3129021061		

CH \$290.00 3477587

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.

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/02/2023

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 2, 2023, among AVENU HOLDINGS, LLC, AVENU STR IP LLC, AVENU SLGS HOLDINGS, LLC, and AVENU INSIGHTS & ANALYTICS, LLC (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and FIDELITY DIRECT LENDING LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) ACP AVENU INTERMEDIATE, LLC, a Delaware limited liability company (“**Holdings**”), ACP AVENU BUYER, LLC, a Delaware limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), FIDELITY DIRECT LENDING LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement, dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of October 2, 2023, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by any Grantor, including those referred to on Schedule II hereto;

- (c) all Trademarks owned by any Grantor, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright, Trademark, Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

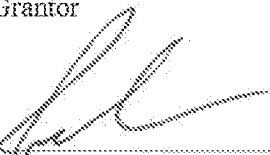
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

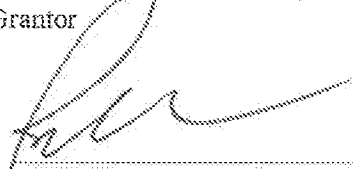
AVENU HOLDINGS, LLC,
as Grantor

By: 
Name: Paul Colangelo
Title: Chief Executive Officer

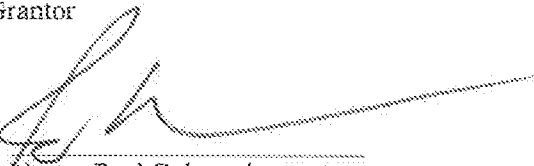
AVENU STRIP LLC,
as Grantor

By: 
Name: Paul Colangelo
Title: Chief Executive Officer

AVENU SLGS HOLDINGS, LLC,
as Grantor

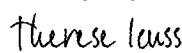
By: 
Name: Paul Colangelo
Title: Chief Executive Officer

AVENU INSIGHTS & ANALYTICS, LLC,
as Grantor

By: 
Name: Paul Colangelo
Title: Chief Executive Officer

ACCEPTED AND AGREED:

FIDELITY DIRECT LENDING LLC,
as the Collateral Agent

DocuSigned by:
By: 
C.DC0FFF170A1431...
Name: Therese Icuss
Title: Treasurer

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

U.S. Copyrights

Grantor	Title	Registration No.	Date
Avenu Holdings, LLC	ALATAX REVENUE SYSTEM	TXu1273329	22-Nov-2005
Avenu Holdings, LLC	ALATAX REVENUE DISCOVERY SYSTEMS	TXu1274373	7-Dec-2005
Avenu Holdings, LLC	BROUSSARD PARTNERS & ASSOCIATES	TXu1719715	22-Mar-2011
Avenu Holdings, LLC	MUNISERVICES	TXu1780629	3-Jun-2011
Avenu Holdings, LLC	PRA GOVERNMENT SERVICES, LLC	TXu1893970	5-Dec-2013
Avenu Holdings, LLC	RDS CLIENT REPORTING PORTAL	TXu1879994	26-Jul-2013
Avenu Holdings, LLC	RDSNET	TXu1760347	17-Jun-2011
Avenu Holdings, LLC	REVENUE DISCOVERY SYSTEMS WEBSITE TEXT	TXu1276577	9-Dec-2005

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND APPLICATIONS

U.S. Patents

Grantor	Title	Registration No. or Application No.	Date
Avenu STR IP LLC	SYSTEM AND METHOD FOR IDENTIFYING A SHORT TERM RENTAL LOCATION USING MACHINE LEARNING ON IMAGES	17/839,805	June 14, 2022

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Registration No. or Application No.	Registration Date
Avenu SLGS Holdings, LLC	AGILECOURT	3477587	29-Jul-2008
Avenu SLGS Holdings, LLC	AGILEJURY	3477586	29-Jul-2008
Avenu Insights & Analytics, LLC		90/566,302	N/A
Avenu Insights & Analytics, LLC	CLEARVIEW	90/566,300	N/A
Avenu Insights & Analytics, LLC		90/566,298	N/A
Avenu Holdings, LLC		5548384	28-Aug-2018
Avenu STR IP LLC	HARMARI	5078689	8-Nov-2016
Avenu SLGS Holdings, LLC	JUROR	1902455	04-Jul-1995
Avenu Holdings, LLC		3908160	18-Jan-2011
Avenu Holdings, LLC	MuniServices	4785919	04-Aug-2015
Avenu Holdings, LLC		4795018	18-Aug-2015