

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brielle Ventures, Inc., dba Optimal Ticketing		05/18/2023	Corporation: FLORIDA
Brielle Consultants, LLC		05/18/2023	Limited Liability Company: FLORIDA
Reveal Markets, LLC		05/18/2023	Limited Liability Company: TEXAS
Flipseats, Inc.		05/18/2023	Corporation: DELAWARE
Optimal Distribution Group, Inc.		05/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Needham Bank		
Street Address:	1063 Great Plain Avenue		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02492		
Entity Type:	Cooperative Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97634936	OPTIMAL	
Serial Number:	97634972	OPTIMAL ACQUISITIONS	
Serial Number:	97640045	FLIPSEATS	
Serial Number:	97640051	OPTIMAL TICKETING	
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:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$115.00 97634936

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	2154523
NAME OF SUBMITTER:	Carol Brooks
SIGNATURE:	/Carol Brooks/
DATE SIGNED:	11/07/2023
Total Attachments: 4 source=EXECUTED IP Security Agreement - Optimal - FINAL 4856-7301-4629 v.1 - 4881-9221-8469 - 1#page1.tif source=EXECUTED IP Security Agreement - Optimal - FINAL 4856-7301-4629 v.1 - 4881-9221-8469 - 1#page2.tif source=EXECUTED IP Security Agreement - Optimal - FINAL 4856-7301-4629 v.1 - 4881-9221-8469 - 1#page3.tif source=EXECUTED IP Security Agreement - Optimal - FINAL 4856-7301-4629 v.1 - 4881-9221-8469 - 1#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 18, 2023, (this "IP Security Agreement"), is made by BRIELLE VENTURES, INC. d/b/a OPTIMAL TICKETING, a Florida corporation, BRIELLE CONSULTANTS, LLC, a Florida limited liability company, REVEAL MARKETS, LLC, a Texas limited liability company, FLIPSEATS, INC., a Delaware corporation, and OPTIMAL DISTRIBUTION GROUP, INC., a Delaware corporation (each such entity, individually, and/or collectively, as the context may require, and together with their respective successors and assigns, "Grantor"), having a place of business 1001 Yamato Road, Suite 300W, Boca Raton, Fl 33431 Attn: Dr. Fritz Hofhein, in favor of NEEDHAM BANK, a Massachusetts co-operative bank (hereinafter referred to, together with its successors and assigns, as "Lender"), having a place of business at 1063 Great Plain Avenue, Needham, Massachusetts 02492.

WHEREAS, the Grantor has entered into a Credit Agreement dated as of the date hereof with the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender, subject to the terms and conditions contained therein, is to make certain Loan to the Grantor.

WHEREAS, it is a condition precedent to the obligations of the Lender to extend credit to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of the Lender. Capitalized terms used and not defined herein shall have the meanings given such terms in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain IP Collateral to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, or in any similar office or agency of the United States or any State thereof, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender, its successors and assigns, a security interest in and to all of the Grantor's right, title and interest in and to the Intellectual Property of the Grantor, wherever located and now owned or at any time hereafter acquired by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, including, without limitation, the following (the "IP Collateral"):

- (a) all United States trademarks, including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(b) all United States patents, including, without limitation, each issued United States patent and United States patent application identified in Schedule 1 attached hereto;

(c) all United States copyrights, including, without limitation, each United States copyright registration and application identified in Schedule 1 attached hereto; and

(d) any and all proceeds of the foregoing.

Notwithstanding the broad grant of the security interest set forth above, the IP Collateral shall not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, or any similar office or agency of the United States or any State thereof, as applicable, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Massachusetts without regard to conflict of laws principles thereof that would require application of laws of another state.

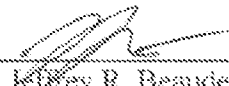
SECTION 5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

[Remainder of page intentionally left blank]

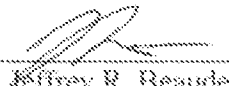
IN WITNESS WHEREOF, each of undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

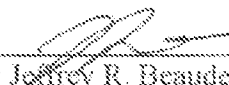
BRIELLE VENTURES, INC. D/B/A OPTIMAL
TICKETING,
a Florida corporation

By: 
Name: Jeffrey R. Beaudette
Title: Authorized Signatory

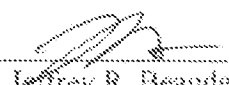
BRIELLE CONSULTANTS, LLC,
a Florida limited liability company

By: 
Name: Jeffrey R. Beaudette
Title: Authorized Signatory

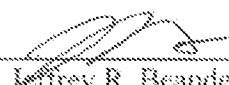
REVEAL MARKETS, LLC,
a Texas limited liability company

By: 
Name: Jeffrey R. Beaudette
Title: Authorized Signatory

FLIPSEATS, INC.,
a Delaware corporation

By: 
Name: Jeffrey R. Beaudette
Title: Authorized Signatory

OPTIMAL DISTRIBUTION GROUP, INC.,
a Delaware corporation

By: 
Name: Jeffrey R. Beaudette
Title: Authorized Signatory

TRADEMARKS

Record Type	Owner	Description/Title	Country	Attorney Of Record	Serial No.	Status Date
Trademark	Optimal Distribution Group, Inc.	OPTIMAL	United States	Eric J. Collins, Esq.	97/634,936	10/20/2022
Trademark	Optimal Distribution Group, Inc.	OPTIMAL ACQUISITIONS	United States	Eric J. Collins, Esq.	97/634,972	10/20/2022
Trademark	Optimal Distribution Group, Inc.	FLIPSEATS	United States	Eric J. Collins, Esq.	97/640,045	10/24/2022
Trademark	Optimal Distribution Group, Inc.	OPTIMAL TICKETING	United States	Eric J. Collins, Esq.	97/640,051	10/24/2022
Copyright	Optimal Distribution Group, Inc.	Optimal Platform/App	United States		Unregistered	
Copyright	Optimal Distribution Group, Inc.	Flipseats App	United States		Unregistered	

PATENTS

None.

COPYRIGHTS

Record Type	Owner	Description/Title	Country	Serial No.
Copyright	Optimal Distribution Group, Inc.	Optimal Platform/App	United States	Unregistered
Copyright	Optimal Distribution Group, Inc.	Flipseats App	United States	Unregistered