

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852059

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| Brielle Ventures, Inc. d/b/a<br>Optimal Ticketing   |  | 05/18/2023            | Corporation: FLORIDA                  |
| Brielle Consultants, LLC  |  | 05/18/2023            | Limited Liability Company:<br>FLORIDA |
| Reveal Markets, LLC   |  | 05/18/2023            | Limited Liability Company:<br>TEXAS   |
| Flipseats, Inc.   |  | 05/18/2023            | Corporation: DELAWARE                 |
| Optimal Distribution Group,<br>Inc.   |  | 05/18/2023            | Corporation: DELAWARE                 |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | MB CAPITAL FUND V, LLC                   |                       |                                       |
| <b>Street Address:</b>  | 1063 Great Plain Avenue                  |                       |                                       |
| <b>City:</b>  | Needham                                  |                       |                                       |
| <b>State/Country:</b>   | MASSACHUSETTS                            |                       |                                       |
| <b>Postal Code:</b>   | 02492                                    |                       |                                       |
| <b>Entity Type:</b>   | Limited Liability Company: MASSACHUSETTS |                       |                                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                                       |
| <b>Serial Number:</b>   | 97634936                                 | OPTIMAL               |                                       |
| <b>Serial Number:</b>   | 97634972                                 | OPTIMAL ACQUISITIONS  |                                       |
| <b>Serial Number:</b>   | 97640045                                 | FLIPSEATS             |                                       |
| <b>Serial Number:</b>   | 97640051                                 | OPTIMAL TICKETING     |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 2077723627                               |                       |                                       |
| <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>   | 207 772-1941                             |                       |                                       |
| <b>Email:</b>   | dnathanson@dwmlaw.com                    |                       |                                       |
| <b>Correspondent Name:</b>  | Daina J. Nathanson                       |                       |                                       |
| <b>Address Line 1:</b>  | c/o Drummond Woodsum 84 Marginal Way     |                       |                                       |
| <b>Address Line 2:</b>  | Suite 600                                |                       |                                       |

OP \$115.00 97634936

|   |                       |
|---|-----------------------|
| <b>Address Line 4:</b>  | Portland, MAINE 04101 |
| <b>NAME OF SUBMITTER:</b>   | Daina J. Nathanson    |
| <b>SIGNATURE:</b>   | /Daina J. Nathanson/  |
| <b>DATE SIGNED:</b>   | 11/08/2023            |
| <b>Total Attachments: 5</b><br>source=MB Capital Optimal Distribution IP Security Agreement#page1.tif<br>source=MB Capital Optimal Distribution IP Security Agreement#page2.tif<br>source=MB Capital Optimal Distribution IP Security Agreement#page3.tif<br>source=MB Capital Optimal Distribution IP Security Agreement#page4.tif<br>source=MB Capital Optimal Distribution IP Security Agreement#page5.tif |                       |

THE RIGHTS AND REMEDIES OF THE LENDER HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS OF A SUBORDINATION AGREEMENT DATED AS OF MAY 18, 2023 BY AND AMONG THE LENDER, NEEDHAM BANK, BRIELLE VENTURES, INC. D/B/A OPTIMAL TICKETING, AND BRIELLE CONSULTANTS, LLC. ANY SUCCESSORS AND ASSIGNS OF THE LENDER SHALL BE SUBJECT TO AND BOUND BY THE TERMS AND CONDITIONS OF SUCH SUBORDINATION AGREEMENT. A COPY OF SUCH SUBORDINATION AGREEMENT MAY BE OBTAINED, UPON WRITTEN REQUEST, FROM NEEDHAM BANK, 1063 GREAT PLAIN AVENUE, NEEDHAM, MASSACHUSETTS 02492, ATTN: JAMES DALEY, SENIOR VICE PRESIDENT

#### 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 Hofheinz, in favor of MB CAPITAL FUND V, LLC, a Massachusetts limited liability company (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 Loan 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 "Loan 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 make the Loan to the Grantor under the Loan 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 Loan 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 Loan Agreement. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement, as applicable, shall govern.

SECTION 6. RIGHTS OF LENDER. The rights and powers of the Lender hereunder shall be subject and subordinate to the prior rights of Needham Bank, as set forth in that certain Subordination Agreement, dated May 18, 2023, between the Lender and Needham Bank.

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

DocuSigned by:  
*Jeffrey R. Beaudette*  
By: \_\_\_\_\_  
Name: Jeffrey R. Beaudette  
Title: Authorized Signatory

BRIELLE CONSULTANTS, LLC,  
a Florida limited liability company

DocuSigned by:  
*Jeffrey R. Beaudette*  
By: \_\_\_\_\_  
Name: Jeffrey R. Beaudette  
Title: Authorized Signatory

REVEAL MARKETS, LLC,  
a Texas limited liability company

DocuSigned by:  
*Jeffrey R. Beaudette*  
By: \_\_\_\_\_  
Name: Jeffrey R. Beaudette  
Title: Authorized Signatory

FLIPSEATS, INC.,  
a Delaware corporation

DocuSigned by:  
*Jeffrey R. Beaudette*  
By: \_\_\_\_\_  
Name: Jeffrey R. Beaudette  
Title: Authorized Signatory

[Grantor's Signature Page to IP Security Agreement]

OPTIMAL DISTRIBUTION GROUP, INC.,  
a Delaware corporation

DocuSigned by:

By: Jeffrey R. Beaudette

Name: Jeffrey R. Beaudette

Title: Authorized Signatory

[Grantor's Signature Page to IP Security Agreement]

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 |