

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAVY ANALYTICS, INC.		11/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL III, LP		
Street Address:	1920 L STREET NW		
Internal Address:	SUITE 520		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5548432	GRAVY ANALYTICS	
Registration Number:	4498992	GRAVY	
Registration Number:	4940627	TRULIFE	
Registration Number:	4924298	ADMITONE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	251096.000029		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	11/28/2023		

CH \$115.00 5548432

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 28, 2023 by and between Multiplier Capital III, LP, as Administrative Agent ("Agent"), Gravy Analytics, Inc., a Delaware corporation, Unacast, Inc., a Delaware corporation, and Venntel, Inc., a Delaware corporation (jointly and severally, individually and collectively, "Grantor"), with reference to the following facts:

A. Agent, the Lenders, and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended from time to time, the "Loan Agreement"; capitalized terms used herein have the meaning assigned in the Loan Agreement).

B. Pursuant to the Loan Agreement, Grantor has granted to Agent a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Agent a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Agent's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing

party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

Address of Grantor:

Gravy Analytics, Inc., a Delaware corporation

By: 

Name: Matthew Jacobson

Title: Treasurer and Secretary

Unacast, Inc., a Delaware corporation

By: _____

Name: Thomas Walle

Title: CEO

Venntel, Inc., a Delaware corporation

By: 

Name: Matthew Jacobson

Title: Treasurer and Secretary

Address of Agent:

Multiplier Capital III, LP

1900 L Street NW, Suite 520
Washington, DC 20036

By: _____

Name: Kevin Sheehan

Title: Managing Member

[Signature Page—Intellectual Property Security Agreement]

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Venntel, Inc., a Delaware corporation

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Address of Agent:

Multiplier Capital III, LP

1900 L Street NW, Suite 520
Washington, DC 20036

By:  _____

Name: Kevin Sheehan

Title: Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

Owner	Trademark / Trademark Registration No. / Trademark Application No.	Registration Date / Application Date	Jurisdiction
Gravy Analytics, Inc.	Trademark: Gravy Analytics Registration No.: 5,548,432 Application No. 87-466,967	Registration Date: 8/28/2018 Application Date: 5/28/2017	US Patent and Trademark Office
Gravy Analytics, Inc.	Trademark: Gravy Registration No.: 4,498,992 Application No.: 85-751,710	Registration Date: 3/18/2014 Application Date: 10/11/2012	US Patent and Trademark Office
Gravy Analytics, Inc.	Trademark: TruLife Registration No.: 4,940,627 Application No.: 86-698,661	Registration Date: 4/19/2016 Application Date: 7/20/2015	US Patent and Trademark Office
Gravy Analytics, Inc.	Trademark: AdmitOne Registration No.: 4,924,298 Application No.: 86-601,017	Registration Date: 3/22/2016 Application Date: 4/17/2015	US Patent and Trademark Office
Venntel, Inc.	Trademark: Venntel Registration No.: 5,527,605 Application No.: 87-469,519	Registration Date: 7/31/2018 Application Date: 5/31/2017	US Patent and Trademark Office
Unacast, Inc.	Trademark: Unacast Turbine Registration No.: 6,100,942 Application No.: 88/737,933	Registration Date: 7/14/2020 Application Date: 12/23/2019	US Patent and Trademark Office
Unacast, Inc.	Trademark: Real World Graph Registration No.: 6,158,381 Application No.: 87/167,870	Registration Date: 9/22/2020 Application Date: 9/12/2016	US Patent and Trademark Office
Unacast, Inc.	Trademark: Ecolocation Registration No.: 6,100,943 Application No.: 88/737,936	Registration Date: 7/14/2020 Application Date: 12/32/2019	US Patent and Trademark Office
Unacast, Inc.	Trademark: Unacast Registration No.: 5,044,234 Application No.: 86/846,770	Registration Date: 9/20/2016 Application Date: 12/11/2015	US Patent and Trademark Office

Owner	Trademark / Trademark Registration No. / Trademark Application No.	Registration Date / Application Date	Jurisdiction
Unacast, Inc.	Trademark: Real World Talks Registration No.: 6,036,079 Application No.: 87/907,248	Registration Date: 4/21/2020 Application Date: 5/4/2018	US Patent and Trademark Office

SCHEDULE B

Patents and Patent Applications

Owner	Patent Title / Publication No. / Patent Application No. /	Issue Date / Filing Date	Jurisdiction
Gravy Analytics, Inc.	Title: System for Analyzing and Improving Device Location as a Function of Time Publication No.: US 10,999,701 Application No: 16/214,989	Issue Date: 5/4/2021 Filing Date: 12/10/2018	US Patent and Trademark Office

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None.