

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLUESHIFT LABS, INC.		12/19/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUNWAY GROWTH FINANCE CORP.		
<b>Street Address:</b>	205 N Michigan Ave., Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5278350	PROGRAMMATIC CRM	
<b>Registration Number:</b>	7065710	BLUESHIFT	
<b>Registration Number:</b>	7065712	BLUESHIFT	
<b>Registration Number:</b>	7065715	B	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6505657100		
<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>	6505657022		
<b>Email:</b>	kceron@sidley.com		
<b>Correspondent Name:</b>	Karla Ceron		
<b>Address Line 1:</b>	1001 Page Mill Road, Building 1		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	100107-30180		
<b>NAME OF SUBMITTER:</b>	Karla Ceron		
<b>SIGNATURE:</b>	/karlacion/		
<b>DATE SIGNED:</b>	12/19/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 19, 2023, among **BLUESHIFT LABS, INC.**, a Delaware corporation (“**Borrower Representative**”), (“**Grantor**”) and **RUNWAY GROWTH FINANCE CORP.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

### RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in Intellectual Property owned by Grantor. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or applied with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof. “Collateral” shall not include any “intent-to-use” trademark at any time 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.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor owns subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

433 California Street, Suite 600  
San Francisco, CA 94104  
Attention: Chief Financial Officer

GRANTOR:

BLUESHIFT LABS, INC.

By Travis Adlman

Name: Travis Adlman

Title: Chief Financial Officer

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

433 California Street, Suite 600  
San Francisco, CA 94104  
Attention: Chief Financial Officer

GRANTOR:

BLUESHIFT LABS, INC.

By \_\_\_\_\_  
Name:  
Title:

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)

AGENT:

RUNWAY GROWTH FINANCE CORP.

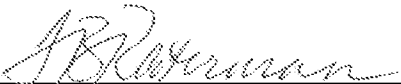
By:  \_\_\_\_\_  
Name: Thomas B. Raterman  
Title: Chief Financial Officer and Chief Operating Officer

EXHIBIT A  
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		

EXHIBIT B

PATENTS

<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
EVENT-BASED PERSONALIZED MERCHANDISING SCHEMES AND APPLICATIONS IN MESSAGING	9,779,443	10/3/2017

EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
PROGRAMMATIC CRM	5,278,350	8/29/2017
BLUESHIFT	7,065,710	5/30/2023
BLUESHIFT	7,065,712	5/30/2023
B	7,065,715	5/30/2023