

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM872086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MESSAGEPOINT INC.		01/25/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD. as administrative and collateral agent on behalf of ESPRESSO CREDIT US II LLP and ESPRESSO SECURITIZATION I LP		
Street Address:	300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	LIMITED COMPANY: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97579613	SEMANTEX	
Registration Number:	6609309	RATIONALIZER	
Registration Number:	3841505	MESSAGEPOINT	
Registration Number:	4174159	PRINOVA	
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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	LEE ANN DILLON		
SIGNATURE:	/LEE ANN DILLON/		
DATE SIGNED:	01/29/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT dated with effect January 25, 2024 (“**Agreement**”), between **MESSAGEPOINT INC.** (“**Borrower**”), with and for the benefit of **ESPRESSO CAPITAL LTD.** (“**Espresso**”) as administrative and collateral agent on behalf of **ESPRESSO CREDIT US II LP** and **ESPRESSO SECURITIZATION I LP** (“**Lender**”).

WHEREAS, pursuant to the First Amendment to Loan Facility and Security Agreement among Borrower, Prinova, Inc., Messagepoint Europe Ltd, Espresso and the Lender dated January 25, 2024, as amended, modified, restated, or replaced from time to time, (the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide Borrower with certain financings,

AND WHEREAS, Borrower as security for its Obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

Borrower, in consideration of the premises and to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to Borrower, hereby agrees with Espresso as follows:

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement, and references to Schedule ‘A’ or Schedule ‘B’ are to the attached Schedule ‘A’ or Schedule ‘B’, as applicable.
- 2. Grant of Security Interest in the Collateral.** Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):
 - (a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in Schedule ‘B’, which have been filed with the United States Patent and Trademark Office, all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing,
 - (b) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule ‘A’, and all renewals and extension of the foregoing,
 - (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
 - (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 3. Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. Borrower hereby acknowledges and agrees the rights and remedies of Espresso

with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.

4. **Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. **Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]


Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Messagepoint Inc.

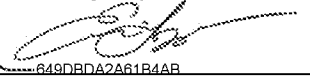
By _____
Steven Biancaniello, CEO

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:

By _____
649DBDA2A61B4AB
Enio Lazzer, COO & CFO

Espresso Credit US II LP, by its general partner,
Espresso US GP II LLC, as Lender

DocuSigned by:

By _____
649DBDA2A61B4AB
Enio Lazzer, COO & CFO

Espresso Securitization I LP, by its general partner,
Espresso Securitization GP I LLC, as Lender

DocuSigned by:

By _____
649DBDA2A61B4AB
Enio Lazzer, COO & CFO

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Messagepoint Inc.

DocuSigned by:
By Steve Biancaniello
Steven Biancaniello, CEO

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

By _____
Enio Lazzer, COO & CFO

Espresso Credit US II LP, by its general partner,
Espresso US GP II LLC, as Lender

By _____
Enio Lazzer, COO & CFO

Espresso Securitization I LP, by its general partner,
Espresso Securitization GP I LLC, as Lender

By _____
Enio Lazzer, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Trademark:

No	Trademark	Country	TM Details	Status	Owner
1.	SEMANTEX	United States	App 06-SEP-2022 APP 97579613 Pending	Application Allowed on September 19, 2023. Statement of Use due March 19, 2024	MESSAGEPOINT INC. 207 Queens Quay West, Suite 802 Toronto, M5J 1A7 CA (CANADA)
2.	MESSAGEPOINT	Australia	App 05-FEB-2021 App 2153754 Reg 13-SEP-2021 Reg 2153754 Registered	Registered. To Be Renewed on February 5, 2031.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, ONTARIO M5J 1A7
3.	RATIONALIZER	Canada	App 18-JUN-2020 App 2035141	Pending (formalized). Awaiting examination or approval.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, ONTARIO M5J1A7
4.	MESSAGEPOINT	Canada	App 02-JUN-2006 App 1303866 Reg 16-JUN-2009 Reg TMA742036 Registered	Registered. To be renewed by June 16, 2024.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, ONTARIO M5J 1A7
5.	PRINOVA	Canada	App 02-DEC-2003 App 1198217 Reg 15-NOV-2004 Reg TMA625383 Registered	Registered. To be renewed by November 15, 2029.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, ONTARIO M5J 1A7

No	Trademark	Country	TM Details	Status	Owner
6.	NOVATRACK	Canada	App 06-JAN-2004 App 1202853 Reg 26-NOV-2004 Reg TMA626819 Registered	Registered. To be renewed by November 26, 2029.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, ONTARIO M5J 1A7
7.	NOVACARE	Canada	App 30-MAY-2003 App 1178839 Reg 08-MAR-2005 Reg TMA634632 Registered	Registered. To be renewed by March 8, 2030.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, ONTARIO M5J 1A7
8.	RATIONALIZER	European Community (EUIPO)	App 18-DEC-2020 App 018357668 Reg 15-MAY-2021 Reg 018357668 Registered	Registered. To Be Renewed on December 18, 2030.	MESSAGEPOINT INC. 207 Queens Quay West, Suite 802 Toronto, M5J 1A7 CA (CANADA)
9.	RATIONALIZER	United States	App 01-JUL-2020 App 90030847 Reg 04-JAN-2022 Reg 6609309 Registered	Registered. Section 8/15 Affidavit due to be filed on January 4, 2028. Registered. To Be Renewed by January 4, 2032.	MESSAGEPOINT INC. 207 Queens Quay Blvd. West Suite 207 Toronto, Ontario, M5J1A7 CA (CANADA)
10.	MESSAGEPOINT	United States	App 08-JUN-2006 App 78903889 Reg 31-AUG-2010 Reg 3841505 Registered	Registered. To be renewed by August 31, 2030.	MESSAGEPOINT INC. 207 Queens Quay West, Suite 802 Toronto, M5J 1A7 CA (CANADA)
11.	PRINOVA	United States	App 24-JUN-2011 App 85355407 Reg 17-JUL-2012 Reg 4174159 Registered	Registered. To be renewed by July 17, 2032.	MESSAGEPOINT INC. 207 Queens Quay West, Suite 802 Toronto, M5J 1A7 CA (CANADA)

No	Trademark	Country	TM Details	Status	Owner
12.	RATIONALIZER	Great Britain	App 14-DEC-2020 App UK00003567525 Reg 23-APR-2021 Reg UK00003567525 Registered	Registered. To Be Renewed on December 14, 2030.	MESSAGEPOINT INC. 207 Queens Quay West, Suite 802 Toronto, M5J 1A7 CA (CANADA)
13.	MESSAGEPOINT	Great Britain	App 03-May-2011 App UK00002580100 Reg 09-SEP-2011 Reg UK00002580100 Registered	Registered. To Be Renewed on May 03, 2031.	PRINOVA INC 155 University Avenue, Suite 207, Toronto, Ontario Canada M5H 3B7

Schedule 'B'
to Intellectual Property Security Agreement

Patents:

Our Ref. No.	Title	Country	Application No.	Patent No.	Status	Remarks
1001932-229098	System and Method for Variant Content Navigation	USA	14/488,605	10,222,937	Issued	Issued March 5, 2019 2 nd Annuity Due: September 5, 2026 3 rd Annuity Due: September 5, 2030
1001932-222078	System and Method for Customer Touchpoint Management	USA	11/828,911	11,715,067	Issued	Issued August 1, 2023 1 st Annuity Due: February 1, 2027 2 nd Annuity Due: February 1, 2031 3 rd Annuity Due: February 1, 2035
1001932-227835	System and Method for Variant Content Management	USA	14/475,064	10,990,924	Issued	Issued April 27, 2021 1 st Annuity Due: October 27, 2024 2 nd Annuity Due: October 27, 2028 3 rd Annuity Due: October 27, 2032
1001932-229097	System and Method for Variant Content Navigation	Canada	2,863,748	2,863,748	Issued	Issued June 27, 2023 10 th Annuity Due: September 17, 2024
1001932-221722	System and Method for Variant Content Management	Canada	2,827,378		Active	Application allowed. Response and fee required April 15, 2024 11 th Annuity due: September 18, 2024