

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM160830

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900835947		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIZEPOINT, INC.		02/22/2024	Corporation: UTAH
FRANCONNECT, LLC		02/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	First-Citizens Bank & Trust Company		
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2581805	MOBILE AUDITOR	
Registration Number:	2870142	STETON DATA ENGINE	
Registration Number:	2900246	STETON	
Registration Number:	5106438	RIZEPOINT	
Registration Number:	5242970	RIZEPOINT	
Registration Number:	5369726	VOQ	
Registration Number:	5378312	RIZEPOINT BRAND EXPERIENCE	
Registration Number:	5378592	VOQ	
Registration Number:	5378600	VOC	
Registration Number:	5830892	VOE	
Registration Number:	6812225	IGNITE	
Registration Number:	6812226	IGNITE	
Registration Number:	6812227		
Registration Number:	6812228		
Registration Number:	6889812	RIZEPOINT	
Registration Number:	6059932	FRANCONNECT COMMAND CENTER	
Registration Number:	6380854	FRANCONNECT OPTIMIZE	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	98300132	FRANCONNECT
Serial Number:	98300134	WORLD MANAGER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Kyle Noreiga

Address Line 1: 1025 Connecticut Ave., NW, STE. 712

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2273230
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/29/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 22, 2024 by and among each Grantor listed on the signature page hereto (collectively, the “*Grantor*”), and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of January 15, 2019, by and among FranConnect Holdings, LLC, a Delaware limited liability company (“*Holdings*”), FranConnect, LLC, a Delaware limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended by that certain First Amendment to Credit Agreement dated as of April 22, 2020, that certain Second Amendment to Credit Agreement dated as of December 9, 2020, that certain Third Amendment to Credit Agreement and Consent, dated as of August 25, 2022, that certain Fourth Amendment to Credit Agreement and Consent dated as of the date hereof, and as the same may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor and each other Loan Party have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of January 15, 2019 (as amended by that certain Assumption Agreement, dated as of November 18, 2022, as further amended by that certain Assumption Agreement dated as of the date hereof, and as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor and each other Loan Party shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Grantor and each other Loan Party under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor and each other Loan Party have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s and each other Loan Party’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on

Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

RIZEPOINT, INC.

By: 

Name: Andy Volkmann
Title: Chief Financial Officer

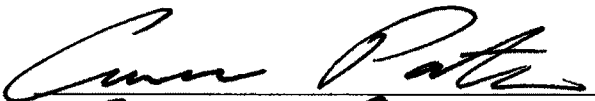
FRANCONNECT, LLC

By: 

Name: Andy Volkmann
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By: 
Name: CONNOR POTVIN
Title: Vice President

TRADEMARK

REEL: 008354 FRAME: 0662

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None

EXHIBIT B

PATENTS

Issued Patents

None

Pending Patent Applications

None

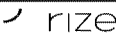





Issued Patents and Pending Patent Applications Licensed to Loan Parties

None

EXHIBIT C

TRADEMARKS

Registered Trademarks

Loan Party	Jurisdiction	Registration No. / Registration Date	Mark	Status
Rizepoint, Inc.	United States	2581805 06-18-2002	MOBILE AUDITOR	Live
Rizepoint, Inc.	United States	2870142 08-03-2004	STETON DATA ENGINE	Live
Rizepoint, Inc.	United States	2900246 11-02-2004	STETON	Live
Rizepoint, Inc.	United States	5106438 12-20-2016	RIZEPOINT	Live
Rizepoint, Inc.	United States	5242970 07-11-2017		Live
Rizepoint, Inc.	United States	5369726 01-02-2018	VOQ	Live
Rizepoint, Inc.	United States	5378312 01-16-2018		Live
Rizepoint, Inc.	United States	5378592 01-16-2018		Live
Rizepoint, Inc.	United States	5378600 01-16-2018		Live
Rizepoint, Inc.	United States	5830892 08-13-2019		Live
Rizepoint, Inc.	United States	6812225 08-09-2022	IGNITE	Live
Rizepoint, Inc.	United States	6812226 08-09-2022		Live
Rizepoint, Inc.	United States	6812227 08-09-2022		Live
Rizepoint, Inc.	United States	6812228 08-09-2022		Live

Rizepoint, Inc.	United States	6889812 11-01-2022	RIZEPOINT	Live
FranConnect, LLC	United States	6059932 03-19-2020	FranConnect Command Center	Live
FranConnect, LLC	United States	6380854 06-08-2021	FranConnect Optimize	Live

Pending Trademark Applications

Loan Party	Jurisdiction	Application No. / Application Date	Mark	Status
FranConnect, LLC	United States	98300132 12-05-2023	FRANCONNECT	Live
FranConnect, LLC	United States	98300134 12-05-2023	WORLD MANAGER	Live

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None