

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSPIRIT GROUP, LLC		08/12/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SAAS CAPITAL FUND III(B), LP		
Street Address:	1311 Vine Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4561426	S STOPIT	
Registration Number:	4963836	STOPIT	
Registration Number:	4963834	S STOPIT	
Registration Number:	4963837	DOCUMENTIT	
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:	2165665791		
Email:	Jennifer.Hardy@thompsonhine.com		
Correspondent Name:	Thomas R. Butchko, Esq.		
Address Line 1:	3900 Key Center		
Address Line 2:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Thomas R. Butchko		
SIGNATURE:	/s/ Thomas R. Butchko, Esq.		
DATE SIGNED:	08/12/2020		
Total Attachments: 8			
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of August 12, 2020, by and between SAAS CAPITAL FUND III(B), LP, a Delaware limited partnership (“Grantee”) and INSPIRIT GROUP, LLC, a Delaware limited liability company (“Grantor”).

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Borrower connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) in all of Grantor’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 Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A, B and C, respectively, 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, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in the Loan 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 Grantee, of any or all other rights, powers or remedies.

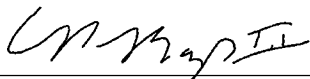
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4818-9788-5378.4

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

GRANTOR:

INSPIRIT GROUP, LLC

By: 
Name: C. Parkhill Mays, III
Title: President

Address of Grantor:

Inspirit Group, LLC
101 Crawfords Corner Rd., Suite 4 105-R
Holmdel, New Jersey 07733
Attention of: C. Parkhill Mays III, President

GRANTEE:

SAAS CAPITAL FUND III(B), LP

By: _____
Name: Steve Jaffee
Title: Member and Manager

Address of Grantee:

SaaS Capital Fund III(b), LP
1311 Vine Street
Cincinnati, Ohio 45202
Attn: Steve Jaffee

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GRANTOR:

INSPIRIT GROUP, LLC

By: _____

Name: C. Parkhill Mays, III

Title: President

Address of Grantor:

Inspirit Group, LLC

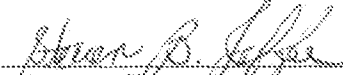
101 Crawfords Corner Rd., Suite 4 105-R

Holmdel, New Jersey 07733

Attention of: C. Parkhill Mays III, President

GRANTEE:

SAAS CAPITAL FUND III(B), LP

By:  _____

Name: Steve Jaffee

Title: Member and Manager

Address of Grantee:

SaaS Capital Fund III(b), LP

1311 Vine Street

Cincinnati, Ohio 45202

Attn: Steve Jaffee

4818-9788-5378


EXHIBIT A

Patents

Patent	Serial No.	Registration No.	Filing Date	Registration Date
SECURE AND ANONYMOUS MESSAGING SYSTEM AND METHOD	15/200,622	Pending	July 1, 2016	Pending
CYBER-BULLYING RESPONSE SYSTEM AND METHOD	15/200,636	Pending	July 1, 2016	Pending

EXHIBIT B

Trademarks

Trademark:	No.:	Goods/Services:	Next Deadline:
	Reg. 4,561,426; Ser. 86/025,630	Class 9: Downloadable computer application software for use in the reporting of cyberbullying activities on mobile devices.	Affidavit of Continued Use due <u>July 1, 2020</u> . Must be filed before end of Grace Period (Jan. 1, 2021) to maintain registration.
STOPIT	Reg. 4,963,836; Ser. 86/757,186	<p>Class 9: Downloadable computer application software for use in the reporting and managing of incidents of abuse, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Downloadable computer application software for use in alerting authorities and providing location information in emergency situations; Downloadable computer application software for use in connecting users with crisis centers and organizations for abuse reporting and assistance; Computer software for creating searchable databases of information and data; Database management software in the field of abuse reporting and management.</p> <p>Class 42: Providing on-line non-downloadable software for use in the reporting and managing of incidents of abuse, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Providing on-line non-downloadable software for use in connecting users with crisis centers and organizations for abuse reporting and assistance; Providing on-line non-downloadable software for use in creating searchable databases of information and data; Providing on-line non-downloadable database management software in the field of abuse reporting and management; Providing a website featuring technology to connect users with crisis centers and organizations for abuse reporting and assistance.</p> <p>Class 45: Providing information and consulting services in the field of abuse prevention, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Providing a website featuring information regarding abuse prevention, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct.</p>	(Not until 2022)


	<p>Reg. 4,963,834; Ser. 86/757,164</p>	<p>Class 9: Downloadable computer application software for use in the reporting and managing of incidents of abuse, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Downloadable computer application software for use in alerting authorities and providing location information in emergency situations; Downloadable computer application software for use in connecting users with crisis centers and organizations for abuse reporting and assistance; Computer software for creating searchable databases of information and data; Database management software in the field of abuse reporting and management.</p> <p>Class 42: Providing on-line non-downloadable software for use in the reporting and managing of incidents of abuse, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Providing on-line non-downloadable software for use in connecting users with crisis centers and organizations for abuse reporting and assistance; Providing on-line non-downloadable software for use in creating searchable databases of information and data; Providing on-line non-downloadable database management software in the field of abuse reporting and management; Providing a website featuring technology to connect users with crisis centers and organizations for abuse reporting and assistance.</p> <p>Class 45: Providing information and consulting services in the field of abuse prevention, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Providing a website featuring information regarding abuse prevention, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct.</p>	<p>(Not until 2022)</p>
<p>DOCUMENTIT</p>	<p>Reg. 4,963,837; Ser. 86/757,202</p>	<p>Class 42: Providing on-line non-downloadable software for use in the reporting and managing of incidents of abuse, namely, assault, cyberbullying, harassment, bullying, hazing, misconduct, and harmful and inappropriate conduct; Providing on-line non-downloadable software for use in connecting users with crisis centers and organizations for abuse reporting and assistance; Providing on-line non-downloadable software for use in creating searchable databases of information and data; Providing on-line non-downloadable database management software in the field of abuse reporting and management.</p>	<p>(Not until 2022)</p>

EXHIBIT C

Copyrights

None.

Exhibit C