

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROKER GENIUS, INC.		04/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital Partners SBIC III, LP		
Street Address:	6011 West Courtyard Drive		
Internal Address:	Building 5, Suite 405		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5478613	SEATSCOUTS AUTOMATE YOUR EVERYDAY	
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:	7037125390		
Email:	mguidry@mcguirewoods.com		
Correspondent Name:	Melissa Guidry		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Melissa Guidry		
SIGNATURE:	/Melissa Guidry/		
DATE SIGNED:	04/02/2021		
Total Attachments: 4			
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OP \$40.00 5478613

**REAFFIRMATION OF AND SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Reaffirmation of and Supplement to Intellectual Property Security Agreement (this “Supplement”), dated as of April 1, 2021, is intended to supplement that certain Intellectual Property Security Agreement dated as of August 22, 2019, made by BROKER GENIUS, INC., a Delaware corporation, as Borrower, in favor of Escalate Capital Partners SBIC III, LP, as Lender (as amended, restated, supplemented or otherwise modified, the “Intellectual Property Security Agreement”), pursuant to that certain Loan and Security Agreement, dated as of August 22, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

RECITALS

Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

Lender has agreed to make certain amendments to the Loan Agreement under that certain Limited Waiver and Third Amendment to Loan and Security Agreement, by and between Lender and Borrower dated of even date herewith (the “Loan Amendment”). A condition to the effectiveness of the Loan Amendment is Borrower’s execution and delivery to Lender of this Supplement.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

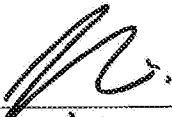
Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Borrower to Lender under the Loan Agreement, hereby grants and pledges to Lender, for the benefit of Lender, a security interest in all of Borrower’s right, title and interest in, to the Intellectual Property of Borrower, including, without limitation, the Intellectual Property listed on Schedule 1 of this Supplement, subject to the terms and conditions of the Intellectual Property Security Agreement and the Loan Agreement. Borrower further agrees that this Supplement may be attached to the Intellectual Property Security Agreement, and that the Intellectual Property listed on Schedule 1 of this Supplement shall be and become a part of the Intellectual Property referred to in the Intellectual Property Security Agreement and shall secure all Obligations of Borrower to Lender on the terms and conditions of the Intellectual Property Security Agreement and the Loan Agreement. To the extent applicable, Borrower hereby reaffirms, ratifies, and confirms the granting of Borrower’s security interests and performance obligations under the Intellectual Property Security Agreement. This Supplement shall be deemed to be a Loan Document for all purposes under the Loan Agreement.

[Signatures page follows]

BORROWER:

BROKER GENIUS, INC.

a Delaware corporation

By: 
Name: John Lucier
Title: Chief Financial Officer

**Accepted and agreed
as of the date first written above:**

**ESCALATE CAPITAL PARTNERS SBIC III,
LP, a Delaware limited partnership**

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: _____
Name: William A. Schell
Title: Manager

BORROWER:

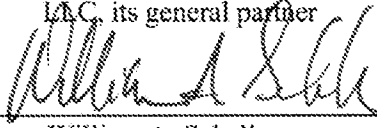
BROKER GENIUS, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted and agreed
as of the date first written above:

ESCALATE CAPITAL PARTNERS SBIC III,
LP, a Delaware limited partnership

By: Escalate SBIC Capital Management III,
L.P., its general partner

By:  _____
Name: William A. Schell
Title: Manager

Schedule 1
to
Supplement to Intellectual Property Security Agreement

Supplement to Schedule C (Trademarks)

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SEATSCOUTS AUTOMATE YOUR EVERYDAY	5478613	05-29-18

[Schedule 1 to Reaffirmation of and Supplement to Intellectual Property Security Agreement]