

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
InsightSquared, Inc.		01/14/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling National Bank		
<b>Street Address:</b>	One Jericho Plaza		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Jericho		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11753		
<b>Entity Type:</b>	National Banking Association: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5467968	OLONO	
<b>Registration Number:</b>	5474324	OLONO S	
<b>Registration Number:</b>	5377141	TILES	
<b>Registration Number:</b>	4022040	INSIGHTSQUARED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122691747		
<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>	3122698000		
<b>Email:</b>	marden@nge.com		
<b>Correspondent Name:</b>	ANDREW S. FRAKER		
<b>Address Line 1:</b>	2 N Lasalle		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	031453.0008		
<b>NAME OF SUBMITTER:</b>	ANDREW S. FRAKER		
<b>SIGNATURE:</b>	/ANDREW S. FRAKER/		
<b>DATE SIGNED:</b>	01/19/2022		

CH \$115.00 5467968

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Agreement"), dated as of January 14, 2022, is by and between STERLING NATIONAL BANK, a national banking association (together with its successors and assigns, the "Secured Party") and INSIGHTSQUARED, INC., a Delaware corporation, as grantor (the "Grantor").

## RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of January 19, 2021, as amended (as further amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among Mediafly, Inc., as Delaware corporation, and the Grantor, as borrowers (collectively, the "Borrower"), the other Loan Parties a party thereto from time to time, and the Secured Party, among other things, the Secured Party has agreed to make certain loans to the Borrowers. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrowers, but only upon the condition, among others, that the Grantor shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by the Grantor to secure the obligations of the Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest 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 now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

1. To secure the Obligations, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively, including without limitation all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, as applicable.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with

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

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights constituting Collateral in connection to which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any foreign territory, except for such intellectual property rights that have been abandoned prior to the date hereof and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.**

6. The following are the addresses for any notices with respect to this Agreement:

Address of the Grantor:

InsightSquared, Inc.  
150 N. Michigan Avenue #2000  
Chicago, IL 60601

Address of the Lender:

Sterling National Bank  
One Jericho Plaza  
3rd Floor  
Jericho, NY 11753  
Attention: Group Head, Innovation Finance;

with a copy to:

Sterling National Bank  
21 Scarsdale Road  
Yonkers, NY 10707  
Attention: General Counsel

7. 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

**INSIGHTSQUARED, INC.**

By: 

Name: Carson V. Conant

Title: Chief Executive Officer

**SECURED PARTY:**

**STERLING NATIONAL BANK**

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

Name: John B. Hoesley

Title: Senior Managing Director

**TRADEMARK**

**REEL: 007565 FRAME: 0849**

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.


**GRANTOR:**

**INSIGHTSQUARED, INC.**

By: \_\_\_\_\_  
Name: Carson V. Conant  
Title: Chief Executive Officer

**SECURED PARTY:**

**STERLING NATIONAL BANK**

By:  \_\_\_\_\_  
Name: John B. Hoelsley  
Title: Senior Managing Director