

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SiteSpect, Inc.		09/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boathouse Capital III LP, as Agent		
Street Address:	353 W. Lancaster Ave, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4360999	ORIGIN EXPERIMENTS	
Registration Number:	4114715	AMPS	
Registration Number:	2940146	SITESPECT	
Registration Number:	3725225	SITESPECT	
Registration Number:	4150630	EXPERIENCE OPTIMIZATION NETWORK	
Registration Number:	3481810	SITESPECT QUICKCHANGE	
Registration Number:	3448146	SITESPECT WATTS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	056020-0027		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/08/2022		

OP \$190.00 4360999

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) dated as of September 8, 2022, is made by SITESPECT, INC. a Delaware corporation (the “**Grantor**”), in favor of BOATHOUSE CAPITAL III LP, a Delaware limited partnership (“**Agent**”) in its capacity as administrative agent and collateral agent for itself and the Lender (as defined below).

RECITALS

A. The Grantor and each of its Qualified Subsidiaries from time to time party thereto has entered into a Loan and Security Agreement with Boathouse Capital III LP and any other financial institutions or entities from time to time parties thereto (collectively, referred to as “**Lender**”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Agent for its benefit and the benefit of the Lender a security interest in all of the 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, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, the Grantor grants and pledges to Agent for its benefit and the benefit of the Lender a security interest in all of the Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright applications and registrations set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those trademark and service mark applications and registrations set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the broad grant of the security interest set forth above, the Intellectual Property Collateral shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9-406, 9-407 and 9-408 of the UCC).

2. **Recordation.** The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

The Grantor hereby authorizes Agent to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 any person, including Agent, of any or all other rights, powers or remedies.

4. **Execution in Counterparts.** This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. The Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to the Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Signature page follows.]

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:

SITESPECT, INC., a Delaware corporation

By: _____
Name: Patrick Romich
Title: President

DocuSigned by:
Patrick Romich
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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.

AGENT:

BOATHOUSE CAPITAL III LP, a
Delaware limited partnership

By: Boathouse Capital III GP LLC, its
General Partner

DocuSigned by:
By: Chong Moua
Name: Chong K. Moua
Title: Principal

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Owner	Title	Filing Date/Issued Date	Status	Application #/ Registration #	Jurisdiction
SiteSpect, Inc.	Method and System for Testing Variations of Website Content	May 4, 2007 / July 8, 2014	Issued	11744809 / 8,775,603	USA
SiteSpect, Inc.	System and Method for Optimizing Website Visitor Actions	May 27, 2005 / July 15, 2014	Issued	11140288 / 8,782,200	USA

EXHIBIT C

Trademarks

Owner	Title	Application Date/ Registration Date	Status	Application #/ Registration #	Jurisdiction
SiteSpect, Inc.	ORIGIN EXPERIMENTS	July 2, 2013	Registered	85771546 / 4360999	USA
SiteSpect, Inc.	AMPS	March 20, 2012	Registered	85387881 / 4114715	USA
SiteSpect, Inc.	SITESPECT	April 12, 2005	Registered	78399345 / 2940146	USA
SiteSpect, Inc.	SITESPECT	December 15, 2009	Registered	77739545 / 3725225	USA
SiteSpect, Inc.	EXPERIENCE OPTIMIZATION NETWORK	May 29, 2012	Registered	77953948 / 4150630	USA
SiteSpect, Inc.	SITESPECT QUICKCHANGE	August 5, 2008	Registered	77226256 / 3481810	USA
SiteSpect, Inc.	SITESPECT WATTS	June 17, 2008	Registered	77226277 / 3448146	USA

EXHIBIT D

Mask Works

None.