

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONCEPT3D, INC		08/31/2022	Corporation: DELAWARE
LOCALIST CORPORATION		08/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEVEL STRUCTURED CAPITAL II, L.P.		
<b>Street Address:</b>	Two Grand Central Tower		
<b>Internal Address:</b>	140 East 45th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5053025	CONCEPT3D	
<b>Registration Number:</b>	5322130	MAPSPACER	
<b>Registration Number:</b>	5326154	ATLAS3D	
<b>Registration Number:</b>	5053024	CAMPUSBIRD	
<b>Registration Number:</b>	3553696	LOCALIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8007130755		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		
<b>SIGNATURE:</b>	/Gloria Sheehan/		
<b>DATE SIGNED:</b>	09/09/2022		

OP \$140.00 5053025

**Total Attachments: 12**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CONCEPT3D, INC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) August 31, 2022

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: LEVEL STRUCTURED CAPITAL II, L.P.

Internal Address:

Street Address: Two Grand Central Tower, 140 East 45<sup>th</sup> Street, 42<sup>nd</sup> Floor

City: New York

State: NY

Country: USA Zip: 10017

- Association Citizenship: NY
- General Partnership Citizenship:
- Limited Partnership Citizenship: DE
- Corporation Citizenship:
- Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **INTELLECTUAL PROPERTY SECURITY AGREEMENT**
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Attached Schedule 1

B. Trademark Registration No. (s) See Attached Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_
- b. Deposit Account Number \_\_\_\_\_  
Authorized User Name: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

September 8, 2022  
Date

Gloria Sheehan  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LOCALIST CORPORATION

DE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of August 31, 2022, by CONCEPT3D, INC., a Delaware corporation ("Concept"), and LOCALIST CORPORATION, a Delaware corporation ("Localist" and, together with Concept, individually and collectively, jointly and severally, "Grantor"), is made in favor of LEVEL STRUCTURED CAPITAL II, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, Grantor and Lender are parties to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to that certain Loan Agreement, Grantor has (i) granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and (ii) agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, and the respective terms and provisions thereof are hereby incorporated in their entirety by this reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral (as defined below) are as provided by the Loan Agreement and the other Loan Documents, and, subject to Section 5 below, nothing in this Agreement shall be deemed to limit such rights and remedies. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights" and, collectively, the "IP Collateral") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Authorization to Record. Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government officials, as applicable, to record and register this Agreement upon request by Lender.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

5. Right to Bring Suit. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, out-of-pocket costs and expenses, including attorneys' fees (all of which shall be reasonable prior to the occurrence and continuance of an Event of Default, incurred by Lender pursuant to this paragraph.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).


7. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.3 of the Loan Agreement.

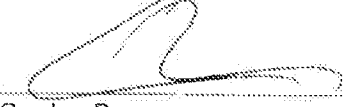
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IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date first written above.

**CONCEPT3D, INC.**

By:   
Name: Gordon Boyes  
Title: Chief Executive Officer

**LOCALIST CORPORATION**

By:   
Name: Gordon Boyes  
Title: Chief Executive Officer

[ACKNOWLEDGMENT PAGE FOLLOWS]

[Signature Page to Power of Attorney to Intellectual Property Security Agreement]



Agreed and Accepted  
as of the date first written above:

**LEVEL STRUCTURED CAPITAL II, L.P.**

By: Level Structured Capital II (GP), L.P., its general partner

By: Level Structured Capital Associates II, LLC, its general partner

By: Barry Osherow

Name: Barry Osherow

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007843 FRAME: 0478**

**SCHEDULE 1**

(a) Patents and Patent Licenses

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
Concept3D, Inc.	CONCEPT3D	8/4/2016	5053025
Concept3D, Inc.	MAPSPACER	8/31/2017	5322130
Concept3D, Inc.	ATLAS3D	8/31/2017	5326154
Concept3D, Inc.	CAMPUSBIRD	8/4/2016	5053024
Localist Corporation	LOCALISI	12/30/2008	3553696

(c) Copyrights and Copyright Licenses

*[Schedule 1 to Intellectual Property Security Agreement]*

## POWER OF ATTORNEY

August 31, 2022

CONCEPT3D, INC., a Delaware corporation ("Concept"), and LOCALIST CORPORATION, a Delaware corporation ("Localist") and, together with Concept, individually and collectively, jointly and severally, "Grantor"), hereby authorizes LEVEL STRUCTURED CAPITAL II, L.P., its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement between Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

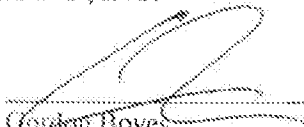
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

*[Schedule 1 to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**CONCEPT3D, INC.**

By:   
Name: Gordon Boyes  
Title: Chief Executive Officer

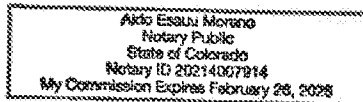
**LOCALIST CORPORATION**

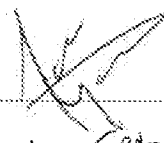
By:   
Name: Gordon Boyes  
Title: Chief Executive Officer

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA  
STATE OF Colorado : SS  
COUNTY OF Bayle :

On this 30<sup>th</sup> day of August 2022, before me personally appeared Gordon Boyes, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Concept3D, Inc., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



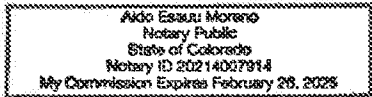
  
Notary Public  
My Commission Expires: February 26<sup>th</sup>, 2025


COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA  
STATE OF Colorado  
COUNTY OF Eagle

SS

On this 30<sup>th</sup> day of August 2022, before me personally appeared Gordon Boyes, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Localist Corporation, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



  
Notary Public  
My Commission Expires: February 26<sup>th</sup>, 2025

[Acknowledgment Page to Power of Attorney]