

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI166517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YIPIT, LLC		04/15/2024	Limited Liability Company: DELAWARE
Edison Software Inc.		04/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	595 Bay Street		
Internal Address:	CPS-5th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97114964	YIPIT	
Registration Number:	6836277	YIPITDATA	
Registration Number:	5439781	EDISON API	
Registration Number:	5460568	EDISON MAIL	
Registration Number:	5444914	EDISON TRENDS	
Registration Number:	5650174	EDISON	
Registration Number:	5460569	EDISON ASSISTANT	
Registration Number:	4530053	DO ENGINE	
Registration Number:	4534018	EASILYDO	
Registration Number:	6316904	ONMAIL	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		

OP \$265.00.00 97114964

Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2331471 TM

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 04/16/2024

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

April 15, 2024

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of the date first written above, is made by **YIPIT, LLC**, a Delaware limited liability company, and **EDISON SOFTWARE, INC.**, a Delaware corporation (collectively, “Grantor”), in favor of **CANADIAN IMPERIAL BANK OF COMMERCE** (“CIBC”), as agent for the Lenders (CIBC, in such capacity, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Delayed Draw Term Loan and Security Agreement, dated as of the date hereof (the “Credit Agreement”), by and among Grantor, YIPIT HOLDINGS, INC., a Delaware corporation (“Holdings”), and the other guarantors from time to time party thereto (collectively, the “Guarantors”, and each a “Guarantor”; together with Grantor, collectively, the “Loan Parties”, and each a “Loan Party”), CIBC, as Agent, Lead Arranger and a Lender, and the other banks, financial institutions and other entities from time to time party thereto as lenders (such lenders, together with their respective successors and permitted assigns, collectively, the “Lenders”, and each a “Lender”), Agent has made and/or will in the future make certain extensions of credit to Grantor upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantor’s assets (other than the Excluded Property), including without limitation all of Grantor’s Intellectual Property and specifically including all of Grantor’s registered patents, trademarks and copyrights and all of Grantor’s filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Registered Intellectual Property”); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to, and

Lien on, all of Grantor's right, title and interest in, to and under the following Collateral of Grantor (for the avoidance of doubt, excluding Excluded Property), all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, after giving effect to the Closing Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined in Exhibit A) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, after giving effect to the Closing Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, after giving effect to the Closing Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agent to make extensions of credit to Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and

provisions of which are incorporated by reference herein as if fully set forth herein. Subject to Section 13.4 of the Credit Agreement, the pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all such Obligations have been indefeasibly paid and satisfied in full in cash (other than contingent obligations which have not been asserted by Agent), the Agent's commitment to make Advances has been terminated and the Credit Agreement has been terminated.Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Representation and Warranties. Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof, after giving effect to the Closing Date Transactions.Agreement to Deliver Supplements. Grantor hereby covenants and agrees that after the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.4 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder.

Section 6. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 8. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and


construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue) and Section 16.6 of the Credit Agreement (notices) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

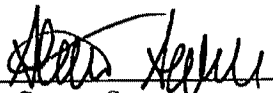
In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

YIPIT, LLC

By:  _____
Name: Steven Seperson
Title: Chief Financial Officer and Treasurer

EDISON SOFTWARE INC.

By:  _____
Name: Steven Seperson
Title: Chief Financial Officer and Treasurer

[Signature Page to IP Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Walt Sparks
Name: Walt Sparks
Title: Assistant General Manager

By: Aigerim Malikova
Name: Aigerim Malikova
Title: Authorized Signatory

[Signature Page to IP Security Agreement]

Schedule 1
to
Intellectual Property Security Agreement


PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:

Title	Jurisdiction	Owner Name	Patent / Application / Publication Number	Patent / Application / Publication Date
Extracting data from messages for multiple accounts	U.S.	EDISON SOFTWARE INC.	9176945 14215366	11/3/2015 3/17/2014

2. Grantor's trademarks and trademark applications:

Hit No.	Citation	Source	Image	Owner Name	Class	Application Number	Registration Number	Status
<u>US-1</u>	YIPIT Cross References: yip it	USPTO	YIPIT	YIPIT, LLC	36 41 45	App 97114964	N/A	Pending
<u>US-2</u>	YIPITDATA Cross References: YIPIT DATA	USPTO	YIPITDATA	YIPIT, LLC	36 41 45	App 90340791	Reg 6836277	Registered
<u>CA-1</u>	YIPIT CompuMark Trademark: YIPIT Cross References: YIP IT	Canada	YIPIT	YIPIT, LLC	35	App 1522950	Reg TMA830767	Registered
<u>CN-1</u>	YIPITDATA	China	YIPITDATA	YIPIT, LLC	35	App 52998625	Reg 52998625	REGISTRATION (REGISTERED)
<u>HK-1</u>	YIPITDATA	Hong Kong	YIPITDATA	YIPIT, LLC	35	App 305474520	Reg 305474520	REGISTRATION (REGISTERED)
<u>US-1</u>	EDISON API	USPTO	EDISON API	EDISON SOFTWARE INC.	42	App 87504081	Reg 5439781	Registered

Hit No.	Citation	Source	Image	Owner Name	Class	Application Number	Registration Number	Status
<u>US-3</u>	EDISON MAIL	USPTO	EDISON MAIL	EDISON SOFTWARE INC.	9	App 87456995	Reg 5460568	Registered
<u>US-4</u>	EDISON TRENDS	USPTO	EDISON TRENDS	EDISON SOFTWARE INC.	42	App 87456984	Reg 5444914	Registered
<u>US-5</u>	EDISON	USPTO	EDISON	EDISON SOFTWARE INC.	9 42	App 87457002	Reg 5650174	Registered
<u>US-6</u>	EDISON ASSISTANT	USPTO	EDISON ASSISTANT	EDISON SOFTWARE INC.	9	App 87457006	Reg 5460569	Registered
<u>US-12</u>	DO ENGINE	USPTO	DO ENGINE	EDISON SOFTWARE INC.	9 42	App 85535239	Reg 4530053	Registered
<u>US-13</u>	EASILYDO Cross References: EASILY DO	USPTO	EASILYDO	EDISON SOFTWARE INC.	9 42	App 85535248	Reg 4534018	Registered
<u>JP-1</u>	EASILYDO Original Trademark Name: E A S I L Y D O	Japan		EASILYDO, INC. (Edison Software Inc.) イーजीリードゥ インコーポレイ テッド	9	App 2013- 045104	Reg 5627618	REGISTERED
<u>US-1</u>	ONMAIL Cross References: ON MAIL	USPTO	ONMAIL	EDISON SOFTWARE INC.	38	App 88792142	Reg 6316904	Registered

3. Grantor's copyrights and copyright applications:

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Supplement”) is made as of [DATE] by YIPIT, LLC, a Delaware limited liability company, and EDISON SOFTWARE INC., a Delaware corporation (collectively “Grantor”), in favor of CANADIAN IMPERIAL BANK OF COMMERCE (“Agent”):

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement, dated as of April 15, 2024 (as the same heretofore may have been, and hereafter may be, amended, restated, supplemented or otherwise modified from time to time, the “IP Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

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 by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (for the avoidance of doubt, excluding Excluded Property), all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signature Page Follows]

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

GRANTOR:

YIPIT, LLC

By: _____

Name:

Title:

EDISON SOFTWARE INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

ACTIVE\1608032239.4

RECORDED: 04/16/2024

**TRADEMARK
REEL: 008398 FRAME: 0514**