

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6788733

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	506588499
CONVEYING PARTY DATA	
Name	Execution Date
YOUMAIL, INC.	03/31/2021
RECEIVING PARTY DATA	
Name:	SG CREDIT PARTNERS, INC.
Street Address:	500 NEWPORT CENTER DR.
Internal Address:	SUITE 580
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	10904392
Patent Number:	10848618
Patent Number:	10798241
Patent Number:	10757250
Patent Number:	10757252
Patent Number:	10694033
Patent Number:	10498887
Patent Number:	10110739
Patent Number:	10051121
Patent Number:	9591131
CORRESPONDENCE DATA	
Fax Number:	(888)829-5819
<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:	3122883582
Email:	alyssa.howard@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 S. LASALLE STREET
Address Line 2:	SUITE 814

PATENT

Address Line 4: CHICAGO, ILLINOIS 60604

NAME OF SUBMITTER: TIM SILVESTER

SIGNATURE: /Tim Silvester/

DATE SIGNED: 06/29/2021

Total Attachments: 14

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6635281

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
YOUMAIL, INC.	03/31/2021
RECEIVING PARTY DATA	
Name:	SG CREDIT PARTNERS, INC.
Street Address:	500 NEWPORT CENTER DR.
Internal Address:	SUITE 580
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	10904392
Patent Number:	10848618
Patent Number:	10798241
Patent Number:	10757250
Patent Number:	10757252
Patent Number:	10694033
Patent Number:	10498887
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Phone:	3122883582
Email:	alyssa.howard@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 S. LASALLE STREET
Address Line 2:	SUITE 814
Address Line 4:	CHICAGO, ILLINOIS 60604

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time in writing, the "Agreement") dated as of March ___, 2021 by YouMail, Inc., a Delaware corporation ("Grantor"), in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender");

W I T N E S S E I H

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 modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has 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.

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 Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. 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") 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. 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.

4. 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, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph. In connection with any such indemnification, Lender shall use all reasonable efforts to (i) provide prompt notice to Borrower of the claim, (ii) cooperate fully with Borrower and its insurance carrier and (iii) not take any independent action without notifying Borrower unless the failure to so act would prejudice Indemnitee's defense of such claims. Lender shall permit

Borrower to defend any claim triggering indemnification any such indemnification so long as such defense is conducted in a timely manner by competent legal counsel.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

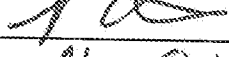
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. EACH OF LENDER AND GRANTOR 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 IT 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. EACH OF LENDER AND GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.8 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

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

YOUMAIL, INC.

By: 
Name: _____
Title: Alex Quilici
CEO

Agreed and Accepted
as of the date first written above:

SG CREDIT PARTNERS, INC.

By: _____
Name: Marc Cole
Title: Chief Executive Officer

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	Registration Date	Patent Number
USPTO	System and method for facilitating setup and joining of conference calls Dynamically providing safe phone numbers for responding to inbound communications System and method for determining unwanted call origination in communications networks System and method for using public registry to enhance caller information and determine call handling for called parties Identifying, screening, and blocking of calls from problematic telecommunications carriers and number blocks System and method for identifying unwanted communications using communication fingerprinting System and method for identifying and handling unwanted callers using a call answering system System and method for identifying and handling unwanted callers using a call answering system System and method for identifying unwanted communications using communication fingerprinting System and method for identifying unwanted callers and rejecting or otherwise disposing of calls from same	01/26/2021 12/24/2020 10/06/2020 08/25/2020 08/25/2020 06/23/2020 12/03/2019 10/23/2018 08/14/2018 03/07/2017	10904392 10848618 10798241 10757250 10757252 10694033 10498887 10110739 10051121 9591131

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
USPTO	YouMail YouMail YouMail YouMail Ditchmail Smart Greetings Smart Blocking		78948565 86551898 77304424 77010949 77679498 77582627 86597613

[Schedule 1 to Intellectual Property Security Agreement]

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
	www.youmail.com		

[Schedule 1 Intellectual Property Security Agreement]

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POWER OF ATTORNEY

YouMail, Inc., a Delaware corporation ("Grantor"), hereby authorizes SG Credit Partners, Inc., 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 among 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]

Acknowledgement to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this
____ day of March, 2021.

YOUMAIL, INC.

By:

Name:

Title:



Alex Quilici
CEO

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

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CALIFORNIA : SS
COUNTY OF ORANGE :

On this ____ day of March, 2021, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of YouMail, Inc., he signed the Agreement thereto pursuant to the authority vested in him by law; the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

See attached form
Notary Public
My Commission Expires:

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of LOS ANGELES }

On 3-30-21 before me, **JASMIND D JONES, NOTARY PUBLIC**

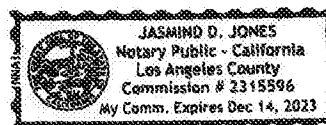
personally appeared Alexander E. Quilici
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Intellectual Property Security
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PATENT

Agreed and Accepted
as of the date first written above:

SG CREDIT PARTNERS, INC.

By: 

Name: Marc Cole

Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

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