

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7520732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BRIGHTPLAN LLC	09/02/2022
RECEIVING PARTY DATA	
Name:	CYNOSURE INVESTMENT PARTNERS, LLC
Street Address:	79 SOUTH MAIN STREET, 3RD FLOOR
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84111
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10540721
Application Number:	16733158
Patent Number:	11095623
Patent Number:	10630650
Patent Number:	10360633
Application Number:	16905755
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<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:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	STEPHANIE KANN
Address Line 1:	3161 MICHELSON DRIVE
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	31551-00001
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/
DATE SIGNED:	09/02/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 2, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by BrightPlan LLC, a Delaware limited liability company (the “Grantor”), in favor of Cynosure Investment Partners, LLC (the “Collateral Agent”), for the benefit of the Investors (as defined in the Security and Guaranty Agreement (as defined below)) .

WHEREAS, the Grantor is party to a Security and Guaranty Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security and Guaranty Agreement”), by and among, BrightPlan Group, Inc., a Delaware corporation, the Grantor, the Collateral Agent and the other Investors party thereto, pursuant to which the Grantor, among other things, granted a security interest to the Collateral Agent, for the benefit of the Investors, in the IP Collateral (as defined below) and is required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the IP Secured Party as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security and Guaranty Agreement and used herein have the meaning given to them in the Security and Guaranty Agreement.

SECTION 2. Grant of Security Interest in IP Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Investors, a security interest of first priority in all of the Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(a) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction listed in Schedule I attached hereto, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the Collateral Agent to sue in its own name and/or in the name of the Grantor for past, present and future infringements of copyright (collectively, “Copyrights”);

(b) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of the Collateral Agent to sue in its own name and/or in the name of the Grantor for past, present and future infringements of trademark (collectively, the “Trademarks”) listed in Schedule II attached hereto;

- (c) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein listed in Schedule III attached hereto, (ii) licenses pertaining to any patent whether the Grantor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of the Grantor and/or in the name of the Collateral Agent for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing (collectively, the "Patents"); and
- (d) all proceeds of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of Grantor (or any property subject thereto) if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or Lien therein (or in any property subject thereto) is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that the foregoing exclusions of this clause (i) shall in no way be construed (a) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable law, or (b) to apply to the extent that any consent or waiver has been obtained that would permit the Collateral Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, or license), (ii) assets and personal property for which a pledge thereof or the grant of a security interest therein would be prohibited by applicable law, and (iii) any "intent-to-use" application for registration of a trademark 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 or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks.

SECTION 3. Recordation

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the Register of Copyrights and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts

This IP Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

SECTION 5. Governing Law

THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES (EXCEPT TO THE EXTENT GOVERNED BY THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK FROM TIME TO TIME)

SECTION 6. Conflict Provision

This IP Security Agreement has been entered into in conjunction with the provisions of the Security and Guaranty Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security and Guaranty Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security and Guaranty Agreement, the provisions of the Security and Guaranty Agreement, as applicable, shall govern.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

BRIGHTPLAN LLC, as the Grantor

DocuSigned by:

Marthin De Beer

By: _____
9922F6E92C2D4BB

Name: Marthin de Beer

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

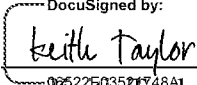
IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

BRIGHTPLAN LLC, as the Grantor

By: _____
Name: Marthin de Beer
Title: Chief Executive Officer

**CYNOSURE INVESTMENT
PARTNERS, LLC**

By: Cynosure Management, LLC
as the Secured Party

DocuSigned by:
By:  _____
Name: Keith Taylor
Title: Manager

[Signature Page to IP Security Agreement]

**PATENT
REEL: 060984 FRAME: 0933**

COPYRIGHTS

None.

TRADEMARKS

#	Mark	Filing/Reg. Date	Appl./Reg. No.	Status	Owner
1.	BRIGHTPLAN	Filing Date 1/10/2016 Reg. Date 2/13/2018	Serial No. 86/983,476 Reg. No. 5,402,275	Registered	BrightPlan LLC
2.	BRIGHTPLAN	Filing Date 1/10/2016 Reg. Date 1/7/2020	Serial No. 86/870,791 Reg. No. 5,955,786	Registered	BrightPlan LLC

PATENTS

#	Title	Filing/Issue Date	Appl./Patent No.	Status	Owner
1.	Automation and Latency Remediation for Secure Messaging Systems	Filing Date 6/27/2019 Issue Date 1/21/2020	Appl. No. 16/455,537 Patent No. 10,540,721	Issued	BrightPlan LLC
2.	Automation and Latency Remediation for Secure Messaging Systems	Filing Date 1/2/2020	Appl. No. 16/733,158 Publ. No. 20200151822	Published	BrightPlan LLC
3.	Secure Messaging Systems and Methods	Filing Date 4/2/2020 Issue Date 8/17/2021	Appl. No. 16/839,000 Patent No. 11,095,623	Issued	BrightPlan LLC
4.	Secure Messaging Systems and Methods	Filing Date 10/27/2017 Issue Date 4/21/2020	Appl. No. 15/796,613 Patent No. 10,630,650	Issued	BrightPlan LLC
5.	Secure Messaging Systems, Methods, and Automation	Filing Date 10/27/2017 Issue Date 7/23/2019	Appl. No. 15/796,622 Patent No. 10,360,633	Issued	BrightPlan LLC
6.	Secure Messaging Systems and Methods	Filing Date 6/18/2020	Appl. No. 16/905,755 Publ. No. 20200366654	Allowed	BrightPlan LLC

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