

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7551028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ORDERGROOVE, INC.	09/21/2022
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	94052
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	10453112
Application Number:	16590210
Patent Number:	10719860
Patent Number:	11328333
Application Number:	17711560
Patent Number:	11416810
Patent Number:	11144980
Application Number:	17365954
Application Number:	17693341
Patent Number:	10614501
Application Number:	16779600
Patent Number:	10586266
Patent Number:	11354718
Application Number:	17712063
Patent Number:	10275740
Application Number:	16398241
Application Number:	15905764
Patent Number:	10769708
Application Number:	16943226

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1789640 PAT
NAME OF SUBMITTER:	DEB NIHISER
SIGNATURE:	/Deb Nihiser/
DATE SIGNED:	09/21/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), is entered into as of September 21, 2022, by and among **ORDERGROOVE, INC.**, a Delaware corporation (“*Borrower*”), each other subsidiary of Borrower that from time to time becomes party hereto (together with the Borrower, each a “*Grantor*”, and collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “*Loans*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (each, a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:

- a. the Patents and Patent Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto;
- b. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit B hereto;
- c. the Copyrights and Copyright Licenses (as such terms are defined in the Guarantee and Collateral Agreement), listed on Exhibit C hereto;

and including, without limitation, all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), any goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.
4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICT OF**

LAWS PRINCIPLES OTHER THAN SECTION 5-1401 AND 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAWS).

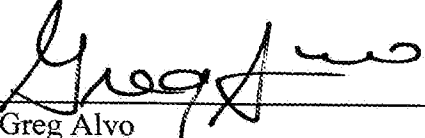
5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
7. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Credit Agreement are incorporated by reference; *mutatis mutandis*.

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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.

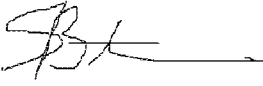
GRANTOR:

ORDERGROOVE, INC.

By: 
Name: Greg Alvo
Title: Chief Executive Officer and Secretary

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Stephen Bernstein
Title: Vice President

Signature Page to Intellectual Property Security Agreement

SVB Confidential

PATENT
REEL: 061171 FRAME: 0616

EXHIBIT A

PATENTS AND PATENT LICENSES

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Jurisdiction</u>	<u>Issue Date</u>
METHODS, APPARATUS, AND COMPUTER READABLE MEDIUM FOR CONVERTING ONE-TIME BUYERS OF A PRODUCT/SERVICE INTO SUBSCRIBERS	13/962,213	8/8/2013	10,453,112	US	10/22/2019
TRANSFORMING TRANSACTION DATA TO SUBSCRIPTION DATA USING DISPARATE COMPUTING PLATFORMS	16/590,210	10/1/2019	N/A	US	N/A (Pending)
ADAPTIVE SCHEDULING TO FACILITATE OPTIMIZED DISTRIBUTION OF SUBSCRIBED ITEMS	15/821,362	11/22/2017	10,719,860	US	7/21/2020
ADAPTIVE SCHEDULING TO FACILITATE OPTIMIZED DISTRIBUTION OF SUBSCRIBED ITEMS	16/930,825	7/16/2020	11,328,333	US	5/10/2022
ADAPTIVE SCHEDULING TO FACILITATE OPTIMIZED DISTRIBUTION OF SUBSCRIBED ITEMS	17/711,560	4/1/2022	N/A	US	N/A (Pending)
ELECTRONIC MESSAGING TO DISTRIBUTE ITEMS BASED ON ADAPTIVE SCHEDULING	15/479,230	4/4/2017	11,416,810	US	8/16/2022
ADAPTIVE SCHEDULING OF ELECTRONIC MESSAGING BASED ON PREDICTIVE CONSUMPTION OF THE SAMPLING OF	15/716,486	9/26/2017	11,144,980	US	10/12/2021

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ITEMS VIA A NETWORKED COMPUTING PLATFORM					
ADAPTIVE SCHEDULING OF ELECTRONIC MESSAGING BASED ON PREDICTIVE CONSUMPTION OF THE SAMPLING OF ITEMS VIA A NETWORKED COMPUTING PLATFORM	17/365,954	7/1/2021	N/A	US	N/A (Pending)
ADAPTIVE SCHEDULING OF ELECTRONIC MESSAGING BASED ON PREDICTIVE CONSUMPTION OF THE SAMPLING OF ITEMS VIA A NETWORKED COMPUTING PLATFORM	17/693,341	3/12/2022	N/A	US	N/A (Pending)
DYNAMIC PROCESSING OF ELECTRONIC MESSAGING DATA AND PROTOCOLS TO AUTOMATICALLY GENERATE LOCATION PREDICTIVE RETRIEVAL USING A NETWORKED, MULTI-STACK COMPUTING ENVIRONMENT	16/115,474	8/28/2018	10,614,501	US	4/7/2020
DYNAMIC PROCESSING OF ELECTRONIC MESSAGING DATA AND PROTOCOLS TO AUTOMATICALLY GENERATE LOCATION PREDICTIVE RETRIEVAL USING A NETWORKED, MULTI-STACK COMPUTING ENVIRONMENT	16/779,600	2/1/2020	N/A	US	N/A (Pending)

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DYNAMIC PROCESSING OF ELECTRONIC MESSAGING DATA AND PROTOCOLS TO AUTOMATICALLY GENERATE LOCATION PREDICTIVE RETRIEVAL USING A NETWORKED, MULTI-STACK COMPUTING ENVIRONMENT	16/046,690	7/26/2018	10,586,266	US	3/10/2020
DYNAMIC PROCESSING OF ELECTRONIC MESSAGING DATA AND PROTOCOLS TO AUTOMATICALLY GENERATE LOCATION PREDICTIVE RETRIEVAL USING A NETWORKED, MULTI-STACK COMPUTING ENVIRONMENT	16/779,601	2/1/2020	11,354,718	US	6/7/2022
DYNAMIC PROCESSING OF ELECTRONIC MESSAGING DATA AND PROTOCOLS TO AUTOMATICALLY GENERATE LOCATION PREDICTIVE RETRIEVAL USING A NETWORKED, MULTISTACK COMPUTING ENVIRONMENT	17/712,063	4/1/2022	N/A	US	N/A (Pending)
CONSUMABLE USAGE SENSORS AND APPLICATIONS TO FACILITATE AUTOMATED REPLENISHMENT OF CONSUMABLES VIA AN ADAPTIVE DISTRIBUTION PLATFORM	15/801,002	11/1/2017	10,275,740	US	4/30/2019
CONSUMABLE USAGE SENSORS AND APPLICATIONS TO FACILITATE AUTOMATED REPLENISHMENT OF CONSUMABLES VIA	16/398,241	4/29/2019	N/A	US	N/A (Pending)

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AN ADAPTIVE DISTRIBUTION PLATFORM					
SENSORS AND EXECUTABLE INSTRUCTIONS TO COMPUTE CONSUMABLE USAGE TO AUTOMATE REPLENISHMENT OR SERVICE OF CONSUMABLES VIA AN ADAPTIVE DISTRIBUTION PLATFORM	15/905,764	2/26/2018	N/A	US	N/A (Pending)
CONSUMABLE USAGE SENSORS AND APPLICATIONS TO FACILITATE AUTOMATED REPLESNISHMENT OF CONSUMABLES VIA AN ADAPTIVE DISTRIBUTION PLATFORM	15/801,172	11/1/2017	10,769,708	US	9/8/2020
CONSUMABLE USAGE SENSORS AND APPLICATIONS TO FACILITATE AUTOMATED REPLENISHMENT OF CONSUMABLES VIA AN ADAPTIVE DISTRIBUTION PLATFORM	16/943,226	7/30/2020	N/A	US	N/A (Pending)

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EXHIBIT B


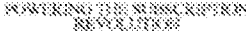
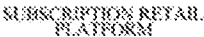
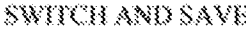
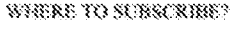
TRADEMARKS AND TRADEMARK LICENSES

Domain Names:

www.ordergroove.com

www.reorder.com

Trademarks:

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>	<u>Jurisdiction</u>	<u>Status</u>
	77/789,574 (Serial No.) 3,882,175 (Registration No.)	7/25/2009 (Filing Date) 11/30/2010 (Registration Date)	US	Live
SUBSCRIPTION SYNDICATION	85/284,740 (Serial No.) 4,007,847 (Registration No.)	4/3/2011 (Filing Date) 8/2/2011 (Registration Date)	US	Live
	86/107,134 (Serial No.) 4,685,681 (Registration No.)	10/31/2013 (Filing Date) 2/10/2015 (Registration Date)	US	Dead
	86/107,117 (Serial No.) 4,626,479 (Registration No.)	10/31/2013 (Filing Date) 10/21/2014 (Registration Date)	US	Live
	86/397,162 (Serial No.) 4,989,307 (Registration No.)	9/17/2014 (Filing Date) 6/28/2016 (Registration Date)	US	Live
	86/107,125 (Serial No.) 5,013,284 (Registration No.)	10/31/2013 (Filing Date) 8/2/2016 (Registration Date)	US	Live
SUBSCRIBER SCIENCE	86/959,892 (Serial No.)	3/31/2016 (Filing Date)	US	Dead
CONCIERGE	86/959,865 (Serial No.)	3/31/2016 (Filing Date)	US	Dead
FREQUENCY AMBIGUITY	87/106,882 (Serial No.)	7/18/2016 (Filing Date)	US	Dead

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COMMERCE AUTOMATION	87/123,316 (Serial No.)	8/1/2016 (Filing Date)	US	Dead
F*CK SHOPPING	87/383,887 (Serial No.)	3/24/2017 (Filing Date)	US	Dead
FRICITIONLESS COMMERCE	87/428,984 (Serial No.)	4/27/2017 (Filing Date)	US	Dead
RELATIONSHIP COMMERCE	87/573,490 (Serial No.) 5,802,540 (Registration No.)	8/17/2017 (Filing Date) 7/9/2019 (Registration Date)	US	Live
RELATIONSHIP COMMERCE CLOUD	87/668,137 (Serial No.) 5,802,549 (Registration No.)	11/1/2017 (Filing Date) 7/9/2019 (Registration Date)	US	Live
ORDERGROOVE	88/095,991 (Serial No.) 5,715,382 (Registration No.)	8/28/2018 (Filing Date) 4/2/2019 (Registration Date)	US	Live
ordergroove	88/096,042 (Serial No.) 5,892,684 (Registration No.)	8/28/2018 (Filing Date) 10/22/2019 (Registration Date)	US	Live
	88/281,538 (Serial No.)	1/29/2019 (Filing Date)	US	Dead
ONE CHECKOUT	88/736,151 (Serial No.)	12/20/2019 (Filing Date)	US	Dead
ZERO CLICK	97/244,781 (Serial No.)	1/28/2022 (Filing Date)	US	Live
REPLY-TO-BUY	97/330,957 (Serial No.)	3/25/2022 (Filing Date)	US	Live
AUTOMATION OF COMMERCE	87/106868 (Serial No.)	7/18/2016 (Filing Date)	US	Dead
RETENTIONENGINE	77924206 (Serial No.)	1/30/2010 (Filing Date)	US	Dead
CONVENIENCE COMMERCE	86107107 (Serial No.)	10/31/2013 (Filing Date)	US	Dead
UNIVERSAL RELATIONSHIP MANAGER	86959935 (Serial No.)	3/31/2016 (Filing Date)	US	Dead

EXHIBIT C
COPYRIGHTS AND COPYRIGHT LICENSES

None.

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RECORDED: 09/21/2022

PATENT
REEL: 061171 FRAME: 0623