

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8215083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
ADSTRA, INC.			10/05/2023
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 MADISON AVENUE, FLOOR 22		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
PROPERTY NUMBERS Total: 5			
Property Type	Number		
Patent Number:	8601109		
Patent Number:	9137260		
Patent Number:	9705862		
Patent Number:	9147202		
Application Number:	17742522		
CORRESPONDENCE DATA			
Fax Number:	(610)640-1965		
<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:	4843236437		
Email:	mleusky@stradley.com		
Correspondent Name:	MARYELLEN LEUSKY		
Address Line 1:	30 VALLEY STREAM PARKWAY		
Address Line 2:	STRADLEY RONON STEVENS & YOUNG, LLP		
Address Line 4:	MALVERN, PENNSYLVANIA 19355-1481		
ATTORNEY DOCKET NUMBER:	188108-0043		
NAME OF SUBMITTER:	MARYELLEN LEUSKY		
SIGNATURE:	/MARYELLEN LEUSKY/		
DATE SIGNED:	10/11/2023		
Total Attachments: 12			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as October 5, 2023, by and between Adstra, Inc., a New Jersey corporation (the “**Grantor**”), and JPMorgan Chase Bank, N.A. (the “**Lender**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement by and among Lender, Grantor and the other Loan Parties thereto, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender, a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor and the other Loan Parties under the Credit Agreement and Security Agreement.

B. Pursuant to the terms of the Security Agreement (as amended, modified or supplemented from time to time, and as defined in the Credit Agreement), Grantor has granted to Lender a security interest in all of 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 Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Security Agreement, as applicable.

To secure its obligations under the Credit Agreement and Security Agreement, Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located, including, without limitation, the following:

1. Any and all Copyrights, including without limitation those U.S. copyright registrations and applications set forth on **Exhibit A** attached hereto;

2. All Patents, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto;

3. Any Trademarks, including without limitation the U.S. trademark registrations and applications set forth on **Exhibit C** attached hereto, but excluding any intent-to-use United States trademark application for which an “Amendment to Allege Use” or “Statement of Use” has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c) and accepted by the United States Patent and Trademark Office, unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office; and

4. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Credit Agreement and Security Agreement. The rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are in furtherance of those set forth in the Credit Agreement, Security Agreement and any Loan Document, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Credit Agreement, Security Agreement or any Loan Document, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement or any Loan Document, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission (including "PDF") shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows.]

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:

ADSTRA, INC.

By: 

Name: Richard Erwin

Title: Chief Executive Officer & President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 065183 FRAME: 0689

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: John Lee

Title: Authorized Signor

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 065183 FRAME: 0690

EXHIBIT A

Copyrights

None.

EXHIBIT B

U.S. Patents

Family Number	Publication Date	Issue Date	Patent Number	Application Number	Title	Grantor
48226440	2012-08-23	2013-12-03	8,601,109	13/290,549	[EN] INCREMENTAL BROWSER-BASED DEVICE FINGERPRINTING	ADSTRA, INC.
49333712	2014-01-23	2015-09-15	9,137,260	14/036,547	[EN] DETECTION OF SPOOFING OF REMOTE CLIENT SYSTEM INFORMATION	ADSTRA, INC.
49250845	2014-10-16	2017-07-11	9,705,862	14/036,578	[EN] BROWSER ACCESS TO NATIVE CODE DEVICE IDENTIFICATION	ADSTRA, INC.
95094262	2022-12-22	N/A	N/A	17/742,522	[EN] SYSTEMS AND METHODS FOR A UNIFIED MATCHING ENGINE	ADSTRA, INC.
60449273	2015-09-29	2015-09-29	9,147,202	13/600,472	[EN] SYSTEM AND METHOD OF DIRECT MARKETING BASED ON EXPLICIT OR IMPLIED ASSOCIATION WITH LOCATION DERIVED FROM SOCIAL MEDIA CONTENT	ADSTRA, INC.

EXHIBIT C

U.S. Trademarks

Citation	Status	Application Number	Application Date	Registration Number	Registration Date	Grantor
CONEXA	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 25-APR-2023	App 97315949	App 16- MAR-2022	Reg 7038723	Reg 25-APR- 2023	ADSTRA, INC.
CONEXA ENTERPRISE IDENTITY PLATFORM	Registered Intent to Use - Filed USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently USPTO Status: Registered USPTO Status Date: 30-MAY-2023	App 97315960	App 16- MAR-2022	Reg 7065929	Reg 30- MAY-2023	ADSTRA, INC.
ENTERPRISE IDENTITY PLATFORM	Registered Supplemental Register Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 04-APR-2023	App 97097512	App 28- OCT-2021	Reg 7020890	Reg 04-APR- 2023	ADSTRA, INC.

ADSTRA	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Approval for publication USPTO Status Date: 12-SEP-2023	App 90816547	App 07-JUL- 2021			ADSTRA, INC.
ADSTRA THE NEW IDEAL IN DATA	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Approval for publication USPTO Status Date: 12-SEP-2023	App 90816571	App 07-JUL- 2021			ADSTRA, INC.
ADSTRAGRAPH	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Approval for publication USPTO Status Date: 12-SEP-2023	App 90816608	App 07-JUL- 2021			ADSTRA, INC.
ADSTRA ATTRIBUTES	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Approval for publication USPTO Status Date: 12-SEP-2023	App 90816631	App 07-JUL- 2021			ADSTRA, INC.

ADSTRAORBITS Cross References: ADSTRA ORBITS	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Approval for publication USPTO Status Date: 12-SEP-2023	App 90816651	App 07-JUL- 2021			ADSTRA, INC.
ADSTRA AUDIENCES A	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Ex parte appeal pending USPTO Status Date: 08-SEP-2023	App 90816661	App 07-JUL- 2021			ADSTRA, INC.
ADSTRA LINK2ME Cross References: ADSTRA LINK 2 ME, ADSTRA LINK TO ME	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Ex parte appeal pending USPTO Status Date: 08-SEP-2023	App 90816674	App 07-JUL- 2021			ADSTRA, INC.
ALC WORK:LIFE Cross References: ALC WORK LIFE	Registered FILED AS USE APPLICATION APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 19-SEP- 2017	App 87143432	App 18- AUG-2016	Reg 5289004	Reg 19-SEP- 2017	ADSTRA, INC.

ALC MAKE IT PERSONAL	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 12-SEP-2017	App 8/143461	App 18- AUG-2016	Reg 5283961	Reg 12-SEP- 2017	ADSTRA, INC.
LINK2ME Cross References: LINK 2 ME, LINK TO ME	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 27-AUG-2019	App 85805945	App 18- DEC-2012	Reg 4376140	Reg 30-JUL- 2013	ADSTRA, INC.
WEALTH WINDOW	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 03-MAY-2019	App 77527225	App 21-JUL- 2008	Reg 3597835	Reg 31- MAR-2009	ADSTRA, INC.
PERFECTMATCH Cross References: PERFECT MATCH	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 28-NOV-2016	App 78764355	App 01- DEC-2005	Reg 3158584	Reg 17-OCT- 2006	ADSTRA, INC.

FOR BROKERS ONLY	Renewed (Registered) Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 02-NOV-2016	App 78689390	App 10- AUG-2005	Reg 3189017	Reg 26-DEC- 2006	ADSTRA, INC.
DATACENTRIX Cross References: DATA CENTRIC	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 08-SEP-2017	App 78670726	App 14-JUL- 2005	Reg 3286906	Reg 28-AUG- 2007	ADSTRA, INC.
THE ONLY MAILING LIST CATALOG YOU NEED	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 27-MAY-2014	App 73416838	App 11- MAR-1983	Reg 1279834	Reg 29- MAY-1984	ADSTRA, INC.
AMERICAN LIST COUNSEL	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 27-MAY-2014	App 73416839	App 11- MAR-1983	Reg 1280113	Reg 29- MAY-1984	ADSTRA, INC.

AMERICAN LIST COUNSEL	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 27-MAY-2014	App 73416840	App 11 - MAR-1983	Reg 1279835	Reg 29 - MAY-1984	ADSTRA, INC.
ALC	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 10-APR-2014	App 73416923	App 11 - MAR-1983	Reg 1273491	Reg 10-APR- 1984	ADSTRA, INC.
ALC	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 24-APR-2014	App 73416837	App 11 - MAR-1983	Reg 1278276	Reg 15 - MAY-1984	ADSTRA, INC.

FOREIGN TRADEMARKS

Trademark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Owner
BLUECAVA	UK	UK00913301908	16-FEB-2015	UK00913301908	26-SEP-2014	Adstra, Inc.
BLUECAVA	EU	13301908	16-FEB-2015	13301908	26-SEP-2014	Adstra, Inc.