

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PAT1623736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CLEAR DEMAND, INC.	11/01/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	BSC AGENCY SERVICES, LLC
<b>Street Address:</b>	204 SOUTH UNION STREET
<b>City:</b>	ALEXANDRIA
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22314
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14051393
Application Number:	14219795
Application Number:	15650634
Application Number:	15721407
Application Number:	15943314
Application Number:	15970794
Application Number:	16544454
Application Number:	16738921
Application Number:	17228576
Application Number:	17840551
Application Number:	18402442
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	4048853900
<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>	
<b>Phone:</b>	4048853868
<b>Email:</b>	rusty.close@troutman.com
<b>Correspondent Name:</b>	Christopher C Close
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308

<b>ATTORNEY DOCKET NUMBER:</b>	258904.000023
<b>NAME OF SUBMITTER:</b>	Christopher Close
<b>SIGNATURE:</b>	Christopher Close
<b>DATE SIGNED:</b>	11/11/2024

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 1, 2024

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is made as of November 1, 2024, by and among BUNGEE TECH CORPORATION, a Delaware corporation (“Bungee Tech”) and Clear Demand, Inc., a Delaware corporation (“Clear Demand”; and together with Bungee Tech, collectively, “Grantor”) in favor of BSC AGENCY SERVICES, LLC, a Delaware limited liability company, as Agent (and any successor and assign thereto in such capacity, “Agent”) for all of the Lenders party thereto. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below) and this document shall constitute a “Collateral Document” thereunder.

### RECITALS:

**WHEREAS**, reference is made to that certain Loan and Security Agreement, dated as of November 1, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Clear Demand Intermediate Holdings II, Inc., a Delaware corporation (“Holdings”), Clear Demand Intermediate Holdings, Inc., a Delaware corporation (“Borrower”), Agent, Grantor, and each of the financial institutions party thereto from time to time (each a “Lender” and, collectively, the “Lenders”); and

**WHEREAS**, under the terms of the Loan Agreement, the Grantor has (i) as collateral security for the Obligations, granted to Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, Grantor hereby grants to Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following:

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(b) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark;

(c) all patents and patent applications referred to in **Schedule 2** hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same;

(d) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and referred to in **Schedule 3** hereto, and all extensions and renewals thereof;

(e) all rights to recover for past or future infringement of any of the foregoing;

(f) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing;

(g) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing;

in each case, other than to the extent constituting Excluded Property.

**Section 2. Recordation.** Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

**Section 5. Forum Selection; Consent to Jurisdiction.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND AGENT EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION

WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**Section 6. Waiver of Jury Trial.** THE GRANTOR, AGENT AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**Section 7. Amendments.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Loan Agreement.

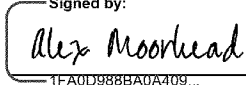
**Section 8. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

*[Signature Page Follows]*

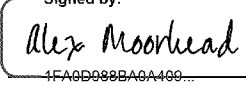
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

**GRANTOR:**

**CLEAR DEMAND, INC.**

Signed by:  
By:   
Name: Alex Moorhead  
Title: Chief Executive Officer, Secretary and Treasurer

**BUNGEE TECH CORPORATION**

Signed by:  
By:   
Name: Alex Moorhead  
Title: Chief Executive Officer, Secretary and Treasurer

[Signature Page to IP Security Agreement]

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

No.	Description	Serial Number	Registration Number	
1.	CLEAR DEMAND	86298125	4784365	Clear Demand, Inc.
2.	CLEARDEMAND	86300212	4784370	Clear Demand, Inc.

Schedule 1

SCHEDULE 2 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

<u>Patents</u>	<u>Record Owner</u>	<u>Current Owner</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Publication Number</u>	<u>Registration Number</u>
Pub. No. US 2020/0045131 A1	Bungee Tech Corporation	Bungee Tech Corporation	United States	November 23, 2021	US 2020/0045131 A1	US 11,184,459
SYSTEM AND METHOD FOR INTEGRATING RETAIL PRICE OPTIMIZATION FOR REVENUE AND PROFIT WITH BUSINESS RULES	Clear Demand, Inc.	Clear Demand, Inc.	United States	April 10, 2018	US 2020/0143439 A1	14/051,393
SYSTEM AND METHOD FOR DETERMINING RETAIL BUSINESS-RULE COEFFICIENTS FROM CURRENT PRICES	Clear Demand, Inc.	Clear Demand, Inc.	United States	July 25, 2017	US 2020/0051142 A1	14/219,795
SYSTEM AND METHOD FOR DETERMINING RETAIL BUSINESS-RULE COEFFICIENTS FROM CURRENT PRICES	Clear Demand, Inc.	Clear Demand, Inc.	United States	January 15, 2019	US 10,181,138 B2	15/650,634
SYSTEM OF DEMAND MODELING AND PRICE CALCULATION BASED ON INTERPOLATED MARKET PRICE ELASTICITY FUNCTIONS	Clear Demand, Inc.	Clear Demand, Inc.	United States	January 02, 2024	US 11,861,637 B2	15/721,407
SYSTEM AND METHOD FOR INTEGRATING RETAIL PRICE OPTIMIZATION FOR REVENUE AND PROFIT WITH	Clear Demand, Inc.	Clear Demand, Inc.	United States	August 20, 2019	US 10,387,925 B2	15/943,314

Schedule 2



BUSINESS RULES									
SYSTEM AND METHOD FOR RULE BASED FORECASTING IN MULTICHANNEL, MULTIOFFER, AND MULTICUSTOMER-SEGMENT ENVIRONMENTS	Clear Demand, Inc.	Clear Demand, Inc.	United States	April 13, 2021	US 10,977,673 B2	15/970,794			
SYSTEM AND METHOD FOR INTEGRATING RETAIL PRICE OPTIMIZATION FOR REVENUE AND PROFIT WITH BUSINESS RULES	Clear Demand, Inc.	Clear Demand, Inc.	United States	February 25, 2020	US 10,572,912 B2	16/544,454			
SYSTEM AND METHOD FOR INTEGRATING RETAIL PRICE OPTIMIZATION FOR REVENUE AND PROFIT WITH BUSINESS RULES	Clear Demand, Inc.	Clear Demand, Inc.	United States	May 18, 2021	US 11,010,798 B2	16/738,921			
SYSTEM AND METHOD FOR RULE BASED FORECASTING IN MULTICHANNEL, MULTIOFFER, AND MULTICUSTOMER-SEGMENT ENVIRONMENTS	Clear Demand, Inc.	Clear Demand, Inc.	United States	April 12, 2021	US 2021/0304231 A1	17/228,576			
SYSTEMS AND METHODS FOR QUANTITY DETERMINATIONS WITHOUT PREDICTING OUT-OF-STOCK EVENTS	Clear Demand, Inc.	Clear Demand, Inc.	United States	June 14, 2022	US 2023/0018311 A1	17/840,551			
SYSTEM OF DEMAND MODELING AND PRICE CALCULATION BASED ON INTERPOLATED MARKET PRICE ELASTICITY FUNCTIONS	Clear Demand, Inc.	Clear Demand, Inc.	United States	January 2, 2024	US 2024/0325803 A1	18/402,442			
SYSTEM AND METHOD FOR DETERMINING RETAIL-BUSINESS-	Clear Demand, Inc.	Clear Demand, Inc.	United States	March 19, 2014	US 9,715,702 B2	14/219,795			

Schedule 1-2

RULE COEFFICIENTS FROM CURRENT PRICES			United States	October 10, 2013	US 9,940,649 B2	14/051,393
SYSTEM AND METHOD FOR INTEGRATING RETAIL PRICE OPTIMIZATION FOR REVENUE AND PROFIT WITH BUSINESS RULES	Clear Demand, Inc.	Clear Demand, Inc.				

SCHEDULE 3 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Copyrights Registered with the United States Copyright Office

No.	Description	Registration Number	Application Number
1.	Data Interface Specification.	TX0008979114	

Schedule 3

302723698v3

**RECORDED: 11/11/2024**

**PATENT**  
**REEL: 069203 FRAME: 0767**