

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Inc.		12/22/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Jackson Investment Group, LLC		
Street Address:	2655 Northwinds Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4615257	CLOVER	
CORRESPONDENCE DATA			
Fax Number:	4045162262		
<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:	4045162262		
Email:	sharrison@kilpatricktownsend.com		
Correspondent Name:	Susan Harrison		
Address Line 1:	1100 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Susan Harrison		
SIGNATURE:	/s/ Susan Harrison		
DATE SIGNED:	12/28/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 22, 2017 (this “**Intellectual Property Security Agreement**”), is made by **CLOVER INC.**, a company existing pursuant to the laws of Ontario (the “**Grantor**”), and **JACKSON INVESTMENT GROUP, LLC** (the “**Purchaser**”).

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), by and among the Grantor and the Purchaser, the Purchaser has agreed to make certain extensions of credit and other financial accommodations on the terms and conditions set forth therein; and

WHEREAS, the Purchaser is willing to make the extensions of credit as set forth in the Purchase Agreement but only upon the condition, among other things, that Grantor shall have executed and delivered to the Purchaser this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings assigned thereto in the Purchase Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to the Purchaser a continuing first priority security interest and Lien in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Intellectual Property Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Grantor represents and warrants to the Purchaser that it does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Purchaser in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate filings in the Grantor's jurisdiction of organization, all action necessary or desirable to protect and perfect the Purchaser's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **Covenants.** Grantor covenants and agrees with the Purchaser that from and after the date of this Intellectual Property Security Agreement and until the Termination :

(a) Grantor shall notify the Purchaser immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Purchaser prior written notice thereof, and, upon request of the Purchaser, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Purchaser) to evidence Purchaser's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by the Purchaser to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Purchaser promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Purchaser shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement.

7. **Termination.** Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon, but only upon, the latest of (a) full and indefeasible payment and performance of the Obligations, (b) the Purchaser having no obligations under the Purchaser Agreement, this Agreement and the other Transaction Documents, and (c) at the request and expense of the Company (such date, the "**Termination Date**").

8. **Governing Law.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE TRANSACTION DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

CLOVER INC.

By: 
Isaac Raichyk
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED by:

JACKSON INVESTMENT GROUP, LLC

By: _____
Douglas B. Kline
Chief Financial Officer

[Signature Page to US Intellectual Property Security Agreement]

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GRANTOR:

CLOVER INC.

By: _____
Isaac Raichyk
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED by:

JACKSON INVESTMENT GROUP, LLC

By: 
Douglas B. Kline
Chief Financial Officer

[Signature Page to US Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006238 FRAME: 0187

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

US Reg. 4,615,257

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None			

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None			

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.