

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Abacus Labs, Inc.		01/16/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Certify, Inc.		
<b>Street Address:</b>	20 York Street		
<b>Internal Address:</b>	Suite 201		
<b>City:</b>	Portland		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04101		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5200278	ABACUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>	4042337000		
<b>Email:</b>	egravois@mmmlaw.com		
<b>Correspondent Name:</b>	Morris, Manning & Martin, LLP		
<b>Address Line 1:</b>	3343 Peachtree Road NE		
<b>Address Line 2:</b>	1600 Atlanta Financial Center		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	33082-117957		
<b>NAME OF SUBMITTER:</b>	R. Lee Strasburger, Jr.		
<b>SIGNATURE:</b>	/R. Lee Strasburger, Jr./		
<b>DATE SIGNED:</b>	01/19/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 16, 2018 (this “Agreement”), is executed by Abacus Labs, Inc., a Delaware corporation, with its principal place of business and chief executive office located at 39 East 20<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, New York 10003 (the “Grantor”), in favor of Certify, Inc., a Delaware corporation (the “Secured Party”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and between the Grantor and the Lender (as defined therein), the Lender has agreed to make available to the Grantor certain financial accommodations on the terms and conditions contained in the Loan Agreement; and

WHEREAS, it is a condition precedent to the extension of such financial accommodations under the Loan Agreement that the Grantor execute and deliver this Agreement, among other things, to grant to the Secured Party a security interest in the IP Collateral (as defined below) as security for the Obligations (as defined in the Loan Agreement).

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

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the respective meanings given them in the Loan Agreement.

Section 2. Grants of Security Interests in IP Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party a lien on and security interest in all of Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “IP Collateral”):

(a) all of its Copyrights and Copyright Licenses to which Grantor is a party, including, without limitation, those referred to on **Schedule I** hereto; all extensions of the foregoing; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Copyright or Copyright licensed under any Copyright License;

(b) all of its Patents and Patent Licenses to which Grantor is a party, including, without limitation, those referred to on **Schedule I** hereto; all reissues, continuations or continuations-in-part of the foregoing; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License;

(c) all of its Trademarks and Trademark Licenses to which Grantor is a party, including, without limitation, those referred to on **Schedule I** hereto; all goodwill of the business connected with the use of, and symbolized by, each Trademark; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 3. Exclusions from Collateral and IP Collateral. Notwithstanding anything to the contrary, "Collateral" and "IP Collateral" shall not include any contract, instrument or chattel paper in which Grantor has any right, title or interest, if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another party to such contract, instrument or chattel paper to enforce any remedy with respect thereto (the "Exclusion"); provided, however, that the Exclusion shall not apply if (i) such prohibition has been waived by or such other party has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the Exclusion shall no longer apply.

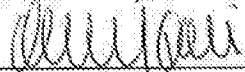
Section 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first set forth above.

GRANTOR:

ABACUS LABS, INC.

By: 

Name: Omar Qari

Title: CEO

SECURED PARTY:

CERTIFY, INC.

By: \_\_\_\_\_

Name: Hasan Askari

Title: Vice President

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first set forth above.

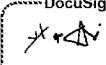
**GRANTOR:**

**ABACUS LABS, INC.**

By: \_\_\_\_\_  
Name: Omar Qari  
Title:

**SECURED PARTY:**

**CERTIFY, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Hasan Askari  
Title: Vice President

**Schedule I**

**Trademarks, Patents and Copyrights**

Trademarks

Trademark Reg. No. 5,200,278

- Mark: ABACUS
- Country: USA
- Filing Date: July 17, 2014
- Issue Date: May 9, 2017

Patents

None

Copyrights

None