

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM489662

<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>
Project Cloudkey Inc.		07/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arrow Electronics, Inc.		
<b>Street Address:</b>	9201 E. Dry Creek Road		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5116913	GEMS	
<b>Registration Number:</b>	4986569	KEYPR	
<b>Registration Number:</b>	4986570	KEYPR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3032958419		
<b>Email:</b>	klanderson@hollandhart.com		
<b>Correspondent Name:</b>	Benjamin N. Simler		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 4:</b>	Denver, COLORADO 80201		
<b>ATTORNEY DOCKET NUMBER:</b>	75755.1531		
<b>NAME OF SUBMITTER:</b>	Benjamin N. Simler		
<b>SIGNATURE:</b>	/Benjamin N. Simler/		
<b>DATE SIGNED:</b>	09/12/2018		
<b>Total Attachments: 7</b>			
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SECURED PROMISSORY NOTE

THIS SECURED PROMISSORY NOTE (THIS "NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND LAWS.

THIS SECURED PROMISSORY NOTE CONSISTS OF SUBORDINATED DEBT AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF July 1, 2016 BETWEEN ARROW ELECTRONICS, INC. AND STRUCTURAL CAPITAL INVESTMENTS I, LP.

New York, New York  
Effective Date as of July 1st, 2016

FOR VALUE RECEIVED, Project Cloudkey Inc. d/b/a KEYPR, a Delaware corporation ("Borrower"), hereby promises to pay to the order of Arrow Electronics, Inc., a New York corporation ("Lender" and together with Borrower, the "Parties" and each, a "Party"), the aggregate principal amount of all Advances (as defined below), together with any accrued and unpaid interest thereon (collectively, the "Loans").

1.

2.

20

3.



4.



5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. Security.

a. Lender hereby agrees that the Loans contemplated in this Note are subordinate and junior to the Senior Debt. In order to induce Lender to enter into this Note and to make the financial accommodations described in this Note and to secure the performance of its Secured Obligations (as defined below), Borrower hereby unconditionally grants, collaterally assigns and pledges to Lender a second priority continuing security interest in, and a right to set off against, any and all right, title and interest of Borrower in and to all of the following, whether now owned or existing or owned, acquired or arising after the date of this Note (each as defined in the Uniform Commercial Code from time to time in effect in the State of New York the "UCC") (collectively, the "Collateral"): any and all "Accounts", "Chattel paper", "Commercial tort claims", contracts to which Borrower is a party (including, without limitation, Borrower's rights thereunder), "Deposit accounts", "Documents", "General intangibles", "Goods" (including, without limitation, any and all "Inventory", any and all "Equipment" and any and all "Fixtures"), "Instruments", "Investment property", "Letter-of-credit rights" and "Supporting obligations", any and all other personal property and interests whether or not subject to the UCC, any and all books and records, in whatever form or medium, all "Accessions" and additions to, and substitutions and replacements of, any and all of the foregoing, and all "Proceeds" and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof. With respect to commercial tort claims, Borrower has attached to this Note a description of all commercial tort claims in which it has rights on the date of this Note. Borrower covenants that it will promptly, and in any event no less than thirty (30) days after obtaining rights in a commercial tort claim after the date hereof, notify Lender of the existence of that commercial tort claim, including a description thereof, and execute an amendment to this Note granting Lender a security interest in such commercial tort claim.

b. [REDACTED]

11.

12.

13.

14.

a.

b.



[REDACTED]

[REDACTED]

[REDACTED]

c. [REDACTED]

d. [REDACTED]

e. [REDACTED]

f. [REDACTED]

g. [REDACTED]

h. [REDACTED]

i. [REDACTED]


j. [REDACTED]

k. [REDACTED]

l. [REDACTED]

m. [REDACTED]

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*[Signature Page Follows]*

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


**LENDER**

Arrow Electronics, Inc.

By:   
Name: Matthew Johnson  
Title: Financing Solutions Analyst

**BORROWER**

Project Cloudkey Inc. d/b/a KEYPR

By:   
Name: Nizar Allibhoy  
Title: Chief Executive Officer