

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535956

<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>
Wellspring Worldwide Inc.		07/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4608186	WELLSPRING WORLDWIDE	
<b>Registration Number:</b>	4494425	WW	
<b>Registration Number:</b>	3003916	FLINTBOX	
<b>Registration Number:</b>	4449225	KNOWLEDGE SUPPLY CHAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123271051		
<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>	312-327-1050		
<b>Email:</b>	jwatson@skcounsel.com		
<b>Correspondent Name:</b>	SCOTT & KRAUS, LLC		
<b>Address Line 1:</b>	150 SOUTH WACKER DRIVE, SUITE 2900		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Drew J. Scott		
<b>SIGNATURE:</b>	/Drew J. Scott, Esq./		
<b>DATE SIGNED:</b>	08/09/2019		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of July 10, 2019, is made by **WELLSPRING WORLDWIDE INC.**, a Delaware corporation ("Grantor"), in favor of **CIBC BANK USA**, an Illinois banking corporation ("Lender").

### RECITALS

A. Grantor has entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make certain credit available to Grantor and certain obligations owed to Lender are secured. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired intellectual property, including, but not limited to, patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright right applications and copyright licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, and in to secure the payment and performance of the Obligations, including, without limitation, the Note, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each domain name and trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any trademark, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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 of any trademark, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on

Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any patent, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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 of any patent, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any copyright, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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 of any copyright, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral", together with the Trademark Collateral and the Patent Collateral, the "IP Collateral"); and
- (10) all rights of any kind whatsoever of Grantor accruing under the IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 this reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Grantor authorizes the Commission for Patents, Commissioner for Trademarks, the Register of Copyrights, and any other government official to record and register this Agreement upon request by Lender.

This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the laws of the State of Illinois, without giving effect to any choice of law conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**WELLSPRING WORLDWIDE INC.,**  
a Delaware corporation

By: *Robert A. Lowe*  
Name: Robert A. Lowe  
Its: Chief Executive Officer

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

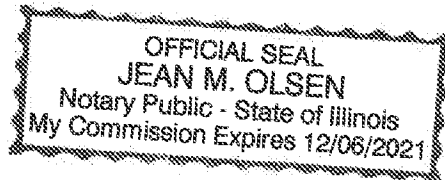
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Lowe, the Chief Executive Officer of Wellspring Worldwide Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of June, 2019.

*Jean M. Olsen*  
Notary Public

My Commission Expires:

12/06/2021



Acknowledged:

CIBC BANK USA,  
an Illinois banking corporation

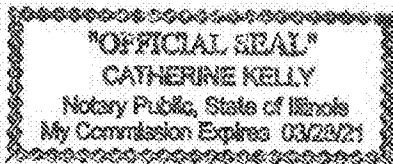
By: [Signature]  
Name: Andrew Schwartz  
Its: Managing Director

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Schwartz, the Managing Director of CIBC Bank USA, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of July, 2019.

[Signature]  
Notary Public



My Commission Expires:  
3/23/21

SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Owner</u>	<u>U.S. Reg. No.</u>	<u>Date Registered</u>
Wellspring Worldwide	Wellspring Worldwide Inc.	4608186	09/23/2014
Wellspring Worldwide Logo	Wellspring Worldwide Inc.	4494425	03/11/2014
Knowledge Supply Chain	Wellspring Worldwide Inc.	449225	12/10/2013
Flintbox	Wellspring Worldwide Inc.	3003916	10/04/2005

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date Applied</u>
NONE				

**Owned Internet Domain Names/URLs:**

wellspring.com  
wellspringsoftware.net  
wellspringworldwide.com  
flintbox.com  
flintbox.org  
flintbox.net  
flintbox.ca  
covalentdata.com

**Hosted Internet Domain Names/URL's (not owned):**

NONE



SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT COLLATERAL

<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Filing Date of Patent Application</b>	<b>Assignee</b>	<b><u>Title</u></b>
	16,235,680		12/28/2018	Wellspring Worldwide Inc.	Systems and methods for graphically representing research relationships

SCHEDULE 3

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT COLLATERAL

Copyright Reg. No.	Copyright Claimant	Registration Date	Copyright Title
NONE			