

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grammatech Holdings, LLC		11/01/2019	Limited Liability Company: DELAWARE
Grammatech, Inc.		11/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 LBJ Freeway, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3393893	CODESONAR	
Registration Number:	2438940	CODESURFER	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,sheila.petty@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C, DiNicola/		
DATE SIGNED:	11/11/2019		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, this “IP Security Agreement”) dated as of November 1, 2019, is made by (i) **GRAMMATECH HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), (ii) **GRAMMATECH INC.**, a New York corporation (“GrammaTech”; and together with Holdings, collectively, “Grantor”) in favor of **CAPITAL SOUTHWEST CORPORATION**, as a Lender and as administrative agent for itself and the other Lenders from time to time party to the Credit Agreement (together with its successors and assigns, in such capacity, “Agent”)

WHEREAS, Grantor has entered into a Credit Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”).

WHEREAS, Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof, with Agent (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Security Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all intellectual property of Grantor, other than Excluded Property, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.

(c) “Patents” shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.

SECTION 2. Grant of Security. Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “IP Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

SECTION 3. **Security for Obligations.** The grant of a security interest in the IP Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Release.** Upon the Release Date (as defined in the Security Agreement), Agent shall executed and deliver to Grantor all releases, termination statements and other instruments as may be necessary or proper to release or reflect the release of the Agent's security interest in the IP Collateral.

SECTION 8. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Texas without

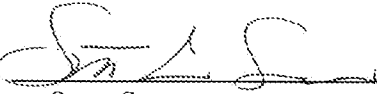
giving effect to its choice of law provisions that would require the application of another state's laws.

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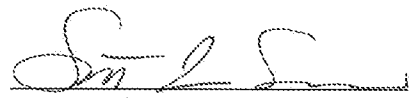
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GRAMMATECH HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Scott Snow
Title: President

GRAMMATECH, INC.,
a New York corporation

By: 
Name: Scott Snow
Title: President

SCHEDULE A

PATENTS AND PATENT LICENSES

Grantor	Office	Application No.	Patent No.	Filing Date	Status
GRAMMATECH, INC.	United States and Patent Trademark Office	16/384,188	--	April 15, 2019	Pending
GRAMMATECH, INC.	United States and Patent Trademark Office	16/205,523	--	November 30, 2018	Pending
GRAMMATECH, INC.	United States and Patent Trademark Office	15/966,604	--	April 30, 2018	Pending
GRAMMATECH, INC.	United States and Patent Trademark Office	15/393,463	10,423,397	December 29, 2016	Issued
GRAMMATECH, INC.	United States and Patent Trademark Office	14/804,911	9,990,492	July 21, 2015	Issued
GRAMMATECH, INC.	European Patent Office	EP2015824645A	3195178	July 21, 2015	Issued
GRAMMATECH, INC.	European Patent Office	EP2018212260A	--	July 21, 2015	Pending
GRAMMATECH, INC.	European Patent Office	EP2015824645A	--	July 21, 2015	Pending
GRAMMATECH, INC.	European Patent Office	17886513.5	--	October 12, 2017	Pending
GRAMMATECH, INC.	World Intellectual Property Organization	PCT/US2017/05 6306	--	October 12, 2017	Pending

SCHEDULE B**TRADEMARKS AND TRADEMARK LICENSES**

Grantor	Trademark	Country, Application Number, Registration Number	Application Date, Registration Date
GRAMMATECH, INC.	CODESONAR	United States, 3393893	7/12/2007 3/11/2008
GRAMMATECH, INC.	CODESURFER	United States, 2438940	6/25/1998 3/27/2001
GRAMMATECH, INC.	CODESONAR	China, 19612575	04/13/2016
GRAMMATECH, INC.	CODESURFER	China, 19612565, 19612565	04/13/2016 05/28/2017
GRAMMATECH, INC.	CODESURFER	China 19612574 19612574	04/13/2016 05/28/2017
GRAMMATECH, INC.	CODESURFER in Chinese Characters	China 19612562 19612562	04/13/2016 05/28/2017
GRAMMATECH, INC.	CODESURFER in Chinese Characters	China 19612571 19612571	04/13/2016 05/28/2017
GRAMMATECH, INC.	GAO SU NA (CODESONAR)	China 19612560 19612560	04/13/2016 05/28/2017
GRAMMATECH, INC.	GAO SU NA (CODESONAR)	China 19612569 19612569	04/13/2016 05/28/2017
GRAMMATECH, INC.	GAO ZHUO YA (CODESURFER)	China 19612559 19612559	04/13/2016 05/28/2017
GRAMMATECH, INC.	GAO ZHUO YA (CODESURFER)	China 19612568 19612568	04/13/2016 05/28/2017
GRAMMATECH, INC.	GRAMMATECH	China 19612567	04/13/2016
GRAMMATECH, INC.	GRAMMATECH	China 19612576 19612576	04/13/2016 07/21/2018
GRAMMATECH, INC.	GRAMMATECH	China 28442077 28442077	12/29/2017 12/07/2018
GRAMMATECH, INC.	GRAMMATECH in Chinese Characters	China 19612564	04/13/2016 07/21/2018

		19612564	
GRAMMATECH, INC.	GRAMMATECH in Chinese Characters	China 19612573 19612573	04/13/2016 05/28/2017
GRAMMATECH, INC.	JIA MA TE (GRAMMATECH)	China 19612561 19612561	04/13/2016 05/28/2017
GRAMMATECH, INC.	JIA MA TE (GRAMMATECH)	China 19612570 19612570	04/13/2016 05/28/2017

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None.