

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Workfusion, Inc.		11/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as administrative agent		
<b>Street Address:</b>	3003 TASMAN DR.		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88286064	WORKFUSION AUTOMATION ACADEMY	
<b>Serial Number:</b>	87903021	AUTOMATION ACADEMY	
<b>Serial Number:</b>	87926608	WORKFUSION OPERATIONS CLOUD	
<b>Serial Number:</b>	87926604	WORKFUSION AUTOMATION CLOUD	
<b>Serial Number:</b>	85828741	WORKFUSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	12/03/2019		
<b>Total Attachments: 9</b>			

OP \$140.00 88286064

source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page1.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page2.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page3.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page4.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page5.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page6.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page7.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page8.tif  
source=Closing Copy - WorkFusion - Intellectual Property Security Agreement (Mezz)#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 27, 2019 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”) and **WORKFUSION, INC.**, a Delaware corporation (“Grantor”).

### RECITALS

A. **SILICON VALLEY BANK** and **WESTRIVER INNOVATION LENDING FUND VIII, L.P.**, a Delaware limited partnership (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent, and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

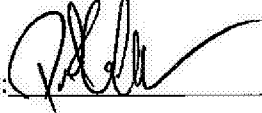
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

WorkFusion Inc.  
48 Wall Street, 7<sup>th</sup> Floor  
New York, New York 10005  
Attn: Alex Lyashok, CEO

**WORKFUSION, INC.**

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

Name: Peter Cumello

Title: Chief Financial Officer

AGENT:

Address:

Silicon Valley Bank  
387 Park Avenue South, 2<sup>nd</sup> Floor  
New York, New York 10016  
Attn: Madeleine McCabe

**SILICON VALLEY BANK, as Agent**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006807 FRAME: 0576**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

WorkFusion Inc.  
48 Wall Street, 7<sup>th</sup> Floor  
New York, New York 10005  
Attn: Alex Lyashsok, CEO

WORKFUSION, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

Address:

Silicon Valley Bank  
387 Park Avenue South, 2<sup>nd</sup> Floor  
New York, New York 10016  
Attn: Madeleine McCabe

SILICON VALLEY BANK, as Agent

By: madeleine

Name: Madeleine McCabe

Title: VP

[Signature page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 006807 FRAME: 0577

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Pub. No. 2013-0197954	13360940	1/30/2012
Pub. No. 2017-0323212	15588530	11/09/2017
Pub. No. WO/2017/193121	PCT/US2017/031514	11/09/2017
Pub. No. WO/2017/116931	PCT/US2016/068176	07/06/2017
Pub. No. 2017-0185939	15135521	06/29/2017
Pub. No. 2017-0185940	15135524	06/29/2017
Pub. No. 2017-0185941	15135529	06/29/2017
Pub. No. 2017-0185944	15135518	06/29/2017
Pub. No. 2017-0185935	15135527	06/29/2017
Pub. No. 2017-0185946	15135522	06/29/2017
Pub. No. 2017-0185938	15135516	06/29/2017
Pub. No. 2017-0076246	14852397	03/16/2017
Pub. No. WO/2017/044923	PCT/US2016/051226	03/16/2017
Pub. No. 2015-0332187	14809081	11/19/2015
Pub. No. 2015-0332188	14809100	11/19/2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WORKFUSION AUTOMATION ACADEMY	AN: 88286064	Pending Publication Review Complete 12/10/2019
AUTOMATION ACADEMY	RN: 5881601 AN: 87903021	10/8/2019
WORKFUSION OPERATIONS CLOUD	AN: 8796608	Pending – Intent to Use Notice of Allowance Issued 6/25/2019
WORKFUSION AUTOMATION CLOUD	AN: 87926604	Pending – Intent to Use Notice of Allowance Issued 6/25/2019
WORKFUSION	RN: 4413776 AN: 85828741	10/8/2013

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		