

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOGNITIV (US) CORPORATION		10/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP		
Street Address:	5 Hazelton Avenue		
Internal Address:	Suite 300		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5R 2E1		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4129477	REGATTA	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		

OP \$40.00 4129477

DATE SIGNED:	12/09/2019
Total Attachments: 3 source=IP Security Agreement Execution Version-v1#page1.tif source=IP Security Agreement Execution Version-v1#page2.tif source=IP Security Agreement Execution Version-v1#page3.tif	

IP SECURITY AGREEMENT

This IP SECURITY AGREEMENT (this "Agreement") dated as of October 29, 2019 is made by and between WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP ("Lender"), and KOGNITIV (US) CORPORATION, a Delaware corporation (together with its successors and permitted assigns, the "Grantor").

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Lender is collateral assignee with respect to the Intellectual Property (as defined herein) listed on Schedule A hereto;

WHEREAS, the Grantor is the owner of certain Intellectual Property, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Intellectual Property and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto (collectively, the "Intellectual Property");

WHEREAS, Kognitiv Corporation and the Lender executed a Loan Agreement, dated as of September 18, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to make certain loans and other extensions of credit to Kognitiv Corporation; and

WHEREAS, the Grantor is a subsidiary of Kognitiv Corporation, and the Grantor and Lender executed a Security Agreement, dated as of October 29, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Grantor granted and agreed to grant to Lender a security interest in certain of its assets to secure Kognitiv Corporation's obligations owing to the Lender under the Loan Agreement.


NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made to the Lender) to the Lender a security interest and lien in and to the Intellectual Property, subject to the terms and conditions of each of the Loan Agreement and the Security Agreement.

[Signature Page to Follow]

Executed as of the date first above written.

GRANTOR:

KOGNITIV (US) CORPORATION, as Grantor

By: 
Name: Matthew Rosen
Title: President

Schedule A to IP Security Agreement

Mark	Application or Registration Number	Filing Date	Issue Date	Renewal Date
Regatta	Reg. No. 4129477	12/3/2010	4/17/2012	04/17/2020