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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM564534

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXPERLOGIX, LLC		02/28/2020	Corporation:

RECEIVING PARTY DATA

Name:	SYNOVUS BANK	
Street Address:	800 Shades Creek Parkway	
City:	BIRMINGHAM	
State/Country:	ALABAMA	
Postal Code:	35209	
Entity Type:	National Banking Association: GEORGIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4563093	EXPERLOGIX

CORRESPONDENCE DATA

Fax Number: 2052541999

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.

Phone: 2054883602

Email: jthomas@maynardcooper.com

Correspondent Name: Jennifer thomas

Address Line 1: 1901 Sixth Avenue North, Suite 2400 Address Line 4: BIRMINGHAM, ALABAMA 35203

NAME OF SUBMITTER:	Jennifer THomas
SIGNATURE:	/Jennifer Thomas/
DATE SIGNED:	02/28/2020

Total Attachments: 5

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> TRADEMARK REEL: 006878 FRAME: 0541

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 28th day of February, 2020, between EXPERLOGIX, LLC, a Nevada limited liability company ("Grantor") and SYNOVUS BANK, a Georgia banking corporation ("Lender").

WHEREAS, Grantor owns the trademarks (the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor, certain of its affiliates, and Lender have entered into that certain Loan and Security Agreement dated as of even date herewith (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement);

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
- 2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Alabama as in effect from time to time.
- 3. This Agreement has been delivered at Birmingham, Alabama and shall be governed by and construed and enforced in accordance with the laws of the State of Alabama (without regard to conflict of law principles). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such

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provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Signature pages follow]

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IN WITNESS WHEREOF, the undersigned Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

EXPERLOGIX, LLC

Name: William J. Fox, III

Title: <u>Authorized Person</u>

[Signature page to Intellectual Property Security Agreement]

SYNOVUS BANK

Name: Charles C. Clark, Jr. Title: Director

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

Registered Trademarks						
Country	Office	Word Mark	Owner	Serial No.	Registration No.	Registration Date
United States	USPTO	EXPERLOGIX	Experlogix, LLC	86104320	4563093	July 8, 2014

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RECORDED: 02/28/2020