

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIVE9, INC.		03/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King Street West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4941291	HIVE9	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569 - 164		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	03/23/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of March 23, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and HIVE9, INC., a Delaware corporation.

RECITALS

- A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.
- B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.
- C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.
2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
3. Upon the payment in full in cash of all Obligations and the termination of any commitment to extend credit, the security interest granted herein shall terminate and all rights to the Intellectual Property shall revert to Grantor. Upon such termination, Bank shall, at Borrower’s expenses, make such filings or execute such documents as Grantor may reasonably request to evidence such termination.
4. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

1122 S. Capital of Texas Hwy
Suite 310
Austin, TX 78746
Attention: Darin Hicks

GRANTOR:

HIVE9, INC.

By: 

Name: DARIN HICKS

Title: CEO

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Sara Johnson; Patrick Klos

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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1122 S. Capital of Texas Hwy
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Attention: Darin Hicks

GRANTOR:

HIVE9, INC.

By: _____
Name: _____
Title: _____

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Sara Johnson; Patrick Klos

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Mark Usher
Title: Managing Director

CIBC Innovation Banking - Authorized Signatory

By: _____
Name: Adam Weiss
Title: Director

CIBC Innovation Banking - Authorized Signatory

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
None.		

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
Hive9	4,941,291	April 19, 2016