

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVERTIUM, LLC	FORMERLY Terra Verde Security, LLC	08/26/2020	Limited Liability Company: DELAWARE
AVERTIUM TENNESSEE, INC	FORMERLY Sword & Shield Enterprise Security, Inc.	08/26/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CALIFORNIA BANK OF COMMERCE
Street Address:	1300 Clay Street, Fifth Floor
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5949903	AV AVERTIUM
Registration Number:	5864393	AVERTIUM
Registration Number:	5778706	BREACH RADAR
Registration Number:	5594748	TRUSOC
Registration Number:	5605396	TERRA VERDE
Registration Number:	5830803	TERRA VERDE
Serial Number:	88769375	SHOW NO WEAKNESS

CORRESPONDENCE DATA

Fax Number:

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

OP \$190.00 5949903

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	08/26/2020
Total Attachments: 6 source=Avertium - IPSA#page1.tif source=Avertium - IPSA#page2.tif source=Avertium - IPSA#page3.tif source=Avertium - IPSA#page4.tif source=Avertium - IPSA#page5.tif source=Avertium - IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 26, 2020 by and among AVERTIUM, LLC, a Delaware limited liability company formerly known as Terra Verde Security, LLC (“ALLC”), TL TS, LLC, a Delaware limited liability company (“TLTS”), AVERTIUM COMPANIES, INC., a Delaware corporation formerly known as TL MSSP Knoxville, Inc. (“ACI”), AVERTIUM TENNESSEE, INC, a Delaware corporation formerly known as Sword & Shield Enterprise Security, Inc. (“ATI”), and CALIFORNIA BANK OF COMMERCE, a California corporation (“Bank”). ALLC, TLTS, ACI and ATI are individually referred to herein as a “Grantor”, and collectively as and collectively, as the “Grantors”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property to the extent constituting Collateral (the “Intellectual Property Collateral”), including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Collateral in connection to which a Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank, with prompt written notice to the Grantors in the manner set forth in Section 10 of the Loan Agreement, to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which a 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS]

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

Address of Grantors:

c/o AVERTIUM HOLDINGS, LLC
222 2nd Avenue South, 17th Floor
Nashville, TN 37201
Attn: Jeffrey Schmidt, CEO

GRANTORS:

AVERTIUM, LLC

By: 

Name: Jeffrey Schmidt

Title: Chief Executive Officer

TLTS, LLC

By: 

Name: Jeffrey Schmidt

Title: Chief Executive Officer

AVERTIUM COMPANIES, INC.

By: 

Name: Jeffrey Schmidt

Title: Chief Executive Officer

AVERTIUM TENNESSEE, INC

By: 

Name: Jeffrey Schmidt

Title: Chief Executive Officer

TRADEMARK

REEL: 007034 FRAME: 0098

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

Address of Bank:

1300 Clay Street, Fifth Floor
Oakland, CA 94612
Attn: Larry LaCroix; Marina Kremer

CALIFORNIA BANK OF COMMERCE


By: 
Name: Marina Kremer
Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
ATI	Compilation of text, photographs, and graphics for Sword & Shield website.	TXu001997041	06-25-2015

EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Serial / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
ALLC	SHOW NO WEAKNESS	88769375		January 22, 2020
ALLC	AV AVERTIUM	88478412	5949903	September 17, 2019
ALLC	AVERTIUM	88261847	5864393	June 18, 2019
ALLC	BREACH RADAR	87824173	5778706	June 18, 2019
ALLC	TRUSOC	87817742	5594748	October 30, 2018
ALLC	TERRA VERDE	87816199	5605396	November 13, 2018
ALLC	FIRST INTERCEPT	87816403		*
ALLC	TERRA VERDE	86442532	5830803	August 13, 2019
ATI	XCALIBUR LABS	86671822		*
ATI	FORTRESS	85882634		*

* — indicates dead, abandoned or cancelled trademark