TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM599001

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRAZEN TECHNOLOGIES, INC.		09/22/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4856718	SMART QUEUE

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853868

Email: rusty.close@troutman.com CHRISTOPHER CLOSE **Correspondent Name:** Address Line 1: TROUTMAN PEPPER LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

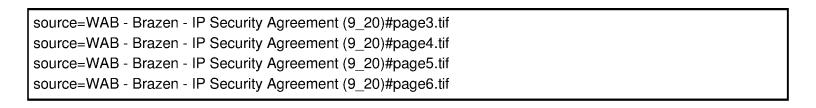
ATTORNEY DOCKET NUMBER:	248435.000055
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	09/22/2020

Total Attachments: 6

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> **TRADEMARK** REEL: 007058 FRAME: 0794

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TRADEMARK REEL: 007058 FRAME: 0795

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 22, 2020 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and BRAZEN TECHNOLOGIES, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of September 22, 2020 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
 - (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

TRADEMARK REEL: 007058 FRAME: 0796

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LENDER:
WESTERN ALLIANCE BANK, an Arizona corporation
Ву
Name:
Title:
Address for Notices:
Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

GRANTOR: LENDER: BRAZEN TECHNOLOGIES, INC., a Delaware WESTERN ALLIANCE BANK, an Arizona corporation corporation Ву By Name: BENJAMIN SCHWA Name: AUP- RAFOND MONEYEMENT Title: Title: Address for Notices: Address for Notices: Attn: Attn: 3033 Wilson Blvd STE 470 55 Almaden Boulevard, Suite 100 Arlington, VA 22201 San Jose, California 95113 Fax: Tel: (408) 556-6501 Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist X

Type of Work:	<u>Title:</u>	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre-registered?

A-1

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Registration Number:	Filing Date:
SMART QUEUE	4,856,718	10/15/2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist X

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:

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RECORDED: 09/22/2020

TRADEMARK REEL: 007058 FRAME: 0801