

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pramata Corporation		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Level Structured Capital I, L.P.		
Street Address:	140 East 45th St; 42nd Fl		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3648658	PRAMATA	
CORRESPONDENCE DATA			
Fax Number:	2124014713		
<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:	2128138939		
Email:	lbaker@goodwinlaw.com		
Correspondent Name:	Larissa Baker, Paralegal		
Address Line 1:	620 8th Ave		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Larissa Baker		
SIGNATURE:	/Larissa Baker/		
DATE SIGNED:	10/09/2020		
Total Attachments: 6			
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OP \$40.00 3648658

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”), dated as of **October 9, 2020**, is made by and among PRAMATA CORPORATION, a Delaware corporation (“**Debtor**”), and LEVEL STRUCTURED CAPITAL I, L.P. (“**Secured Party**”).

Recitals

Debtor, as a loan party, and Secured Party, as lender, are parties to a Loan Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “**Loan Agreement**”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Debtors.

As a condition to extending credit to or for the account of Debtors, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of each Debtor’s right, title and interest in and to any and all patents and patent applications, including (i) the patents and patent applications listed on Exhibit B attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of each Debtor’s right, title and interest in and to any of the following (excluding any “intent-to-use” application): (i) all trademarks (including service marks) and trademark applications listed on Exhibit A hereto and all other trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world.

2. **Security Interest.** Each Debtor hereby grants Secured Party a security interest (the “**Security Interest**”) in the Trademarks and Patents to secure payment of the Obligations.

3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights

and remedies of the Secured Party with respect to the Trademark are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Signature page follows

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

PRAMATA CORPORATION

DocuSigned by:
Praful Saklani
By: _____
Name: Praful Saklani
Title: Chief Executive Officer

Level Structured Capital I, L.P.
140 East 45th Street, 42nd Floor
New York, NY 10017
Attention: Barry A. Osherow
Email: bosherow@levelequity.com

LEVEL STRUCTURED CAPITAL I, L.P.

By: Barry Osherow
Name: Barry A. Osherow
Title: Authorized Signatory

Exhibit A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS**

REGISTRATIONS

<u>Debtor</u>	<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Issued/ Filing Date</u>
Pramata Corporation	PRAMATA	3648658 / 77511263	June 30, 2009 / June 30, 2008

**TRADEMARK APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS; SUPPLEMENTAL
REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO BUSINESS**

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND
COLLECTIVE MEMBERSHIP MARKS**

<u>Debtor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Filing/ Issued Date</u>
Pramata Corporation	PRAMATA	Government of India	2101009	February 17, 2011

EXHIBIT B

UNITED STATES ISSUED PATENTS

None