

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUMESIS, INC.		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK		
Street Address:	ONE JERICHO PLAZA		
Internal Address:	3RD FLOOR		
City:	JERICHO		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5865373	DIVER	
Registration Number:	5831272	DIVER FOR ISSUERS	
Registration Number:	5831271	DIVER UNDERWRITER	
Registration Number:	5666305	DIVER	
Registration Number:	3946332	DIVER	
Registration Number:	4344102	DIVER ADVISOR	
Registration Number:	4344101	DIVER ANALYTICS	
Registration Number:	3946224	LUMESIS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
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:	257836.000002		

CH \$215.00 5865373

NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	10/16/2020
Total Attachments: 7 source=Sterling_Lumesis - Executed IP Security Agreement#page1.tif source=Sterling_Lumesis - Executed IP Security Agreement#page2.tif source=Sterling_Lumesis - Executed IP Security Agreement#page3.tif source=Sterling_Lumesis - Executed IP Security Agreement#page4.tif source=Sterling_Lumesis - Executed IP Security Agreement#page5.tif source=Sterling_Lumesis - Executed IP Security Agreement#page6.tif source=Sterling_Lumesis - Executed IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of October 9, 2020, by and among **STERLING NATIONAL BANK**, a national banking association (“Lender”), and **LUMESIS, INC.**, a Delaware corporation (“Grantor”).

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), by and among Grantor and Lender.

B. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure its obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor hereby grants to the Secured Party a continuing security interest in, lien on and right of set-off against, all of such Grantor’s right, title and interest in and to (a) the United States copyrights and copyright applications described on Exhibit A attached hereto and made a part hereof, (b) the United States patents and patent applications described on Exhibit B attached hereto and made a part hereof, and (c) the United States copyrights and copyright applications described on Exhibit C attached hereto and made a part hereof, and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms

and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

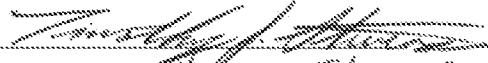
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

600 Summer Street
Suite 503
Attn: Tim Stevens
Telephone: (203) 276-6502
Email: TStevens@Lumesis.com

GRANTOR:

LUMESIS, INC.,
a Delaware corporation

By: 
Name: Timothy J. Stevens
Title: President + COO

Address of Lender:

Sterling National Bank
One Jericho Plaza, 3rd Floor
Jericho, NY 11753
Attn: Joshua Roberts
Telephone: (630) 777-5777
Email: jroberts@snb.com

LENDER:

STERLING NATIONAL BANK

By: 
Name: Joshua Roberts
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007078 FRAME: 0766

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
None.		

EXHIBIT B

Patents

Title	Application No.	Registration No.	Date Filed
Systems and Methods for Evaluating and Pricing Municipal Bond Offerings	16/509,612		07/12/2019
Systems and Methods for Underwriting Diligence	16/713,692		12/13/2019

EXHIBIT C

Trademarks

Mark	Registration No.	Date Filed
DIVER (& design)	5,865,373	09/24/2019
DIVER FOR ISSUERS	5,831,272	08/13/2019
DIVER UNDERWRITER	5,831,271	08/13/2019
DIVER	5,666,305	01/29/2019
DIVER	3,946,332	04/12/2011
DIVER ADVISOR	4,344,102	05/28/2013
DIVER ANALYTICS	4,344,101	05/28/2013
LUMESIS	3,946,224	04/12/2011

Exhibit C

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RECORDED: 10/16/2020

**TRADEMARK
REEL: 007078 FRAME: 0769**