

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM603468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALKAMI TECHNOLOGY, INC.		10/16/2020	Corporation: DELAWARE
ALKAMI ACH ALERT, INC.		10/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4414646	ALKAMI	
Registration Number:	5844856	ALKAMI	
Registration Number:	5954499	A	
Registration Number:	5380041	PRO-TECH	
Registration Number:	5278004	PRO-CHEX	
Registration Number:	5199065	BIO-WIRE	
Registration Number:	5199064	FRAUD PREVENTION HQ	
Registration Number:	3804360	ACH ALERT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 4414646

ATTORNEY DOCKET NUMBER:	1277996
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	10/16/2020
Total Attachments: 7 source=Closing Copy - Intellectual Property Security Agreement - Alkami#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Alkami#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Alkami#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Alkami#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Alkami#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Alkami#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Alkami#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 16, 2020 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of October 16, 2020, by and among **ALKAMI TECHNOLOGY, INC.**, a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent, and SVB, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, and each other 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 the Secured Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property that constitutes Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property that constitutes Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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

GRANTOR:

ALKAMI TECHNOLOGY, INC.

By: W. Bryan Hill

Name: W. Bryan Hill

Title: Chief Financial Officer

ALKAMI ACH ALERT, INC.

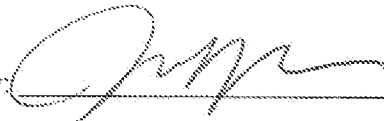
By: W. Bryan Hill

Name: W. Bryan Hill

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: _____

Name: John Ryan

Title: Vice President

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None

Pending Copyright Applications

None

EXHIBIT B**PATENTS**

US PATENTS / PATENT APPLICATIONS				
Title	Serial No.	Filing Date	Patent No.	Issue Date
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	12/347,847	December 31, 2008	7,974,893	July 5, 2011
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	13/108,306	May 16, 2011	8,219,491	July 10, 2012
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	13/473,431	May 16, 2012	10,115,106	October 30, 2018
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	16/174,734	October 30, 2018	NA	NA

EXHIBIT C
TRADEMARKS

Mark	Registration No.	Date Registered
ALKAMI	U.S. Trademark Reg. No. 4,414,646	October 8, 2013
ALKAMI (Stylized)	U.S. Trademark Reg. No. 5,844,856	August 27, 2019
A (Stylized)	U.S. Trademark Reg. No. 5,954,499	January 7, 2020
PRO-TECH	U.S. Trademark Reg. No. 5380041	January 16, 2018
PRO-CHEX	U.S. Trademark Reg. No. 5278004	August 29, 2017
BIO-WIRE	U.S. Trademark Reg. No. 5199065	May 9, 2017
FRAUD PREVENTION HQ	U.S. Trademark Reg. No. 5199064	May 9, 2017
ACH ALERT	U.S. Trademark Reg. No. 3804360	June 15, 2010