

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607706

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VENIO SYSTEMS, INC.		07/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUE WEST CAPITAL PARTNERS FUND II, LP		
<b>Street Address:</b>	444 South Flower Street, Suite 4300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5936268	VENIO SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>			
<b>Phone:</b>	503-294-9848		
<b>Email:</b>	lisa.davis@stoel.com		
<b>Correspondent Name:</b>	Stoel Rives LLP		
<b>Address Line 1:</b>	760 SW Ninth Avenue, Suite 3000		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>ATTORNEY DOCKET NUMBER:</b>	0065649-00017		
<b>NAME OF SUBMITTER:</b>	Lisa M. Davis, Paralegal		
<b>SIGNATURE:</b>	/lmd/		
<b>DATE SIGNED:</b>	11/09/2020		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 31, 2020 (this "*IP Security Agreement*"), is made by **VENIO SYSTEMS, INC.**, a Delaware Corporation (the "*Borrower*"), **VENIO HOLDINGS, LLC**, a Delaware limited liability company (the "*Parent*" and, together with the Borrower, the "*Grantors*" and each a "*Grantor*"), in favor of **TRUE WEST CAPITAL PARTNERS FUND II, LP**, a Delaware limited partnership (the "*Collateral Agent*"), as collateral agent for the Lenders under the Loan Agreement referred to below (the "*Secured Parties*").

**WHEREAS**, the Grantors have entered into a Term Loan Agreement dated as of July 31, 2020 (the "*Loan Agreement*"), with the Collateral Agent and the lenders party thereto (the "*Lenders*") party thereto.

**WHEREAS**, as a condition precedent to the making of the loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement dated as of July 31, 2020, made by the Grantors in favor of the Collateral Agent (the "*Pledge and Security Agreement*").

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

2. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "*IP Collateral*"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant,

attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term "IP Collateral" shall not include any "intent to use" application for a Trademark if such application (or any registration issuing therefrom) would be deemed invalid, unenforceable, void, cancelled or abandoned due to the grant of a Lien thereon.

3. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement, which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Pledge and Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security 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 contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic

(i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Security 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 IP Security 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Each party hereto consents to jurisdiction in any state or federal court sitting in the city of Los Angeles, California.

*[signature pages follow]*

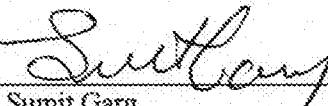
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS:**

**VENIO SYSTEMS, INC.**, a Delaware corporation

By:   
Name: Sumit Garg  
Title: Interim Chief Executive Officer

**VENIO HOLDINGS, LLC**, a Delaware limited liability company

By:   
Name: Sumit Garg  
Title: President

Accepted and Agreed:

**COLLATERAL AGENT:**

**TRUE WEST CAPITAL PARTNERS FUND II, LP**, a Delaware limited partnership

By: True West Capital Partners GP II, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Brian M. Hayden  
Title: Member

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS:**

**VENIO SYSTEMS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**VENIO HOLDINGS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**COLLATERAL AGENT:**

**TRUE WEST CAPITAL PARTNERS FUND II, LP**, a Delaware limited partnership

By: True West Capital Partners GP II, LLC  
Its: General Partner

By:  \_\_\_\_\_  
Name: Brian M. Hayden  
Title: Member

**SCHEDULE 1**

**PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>
None.				

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
None.				



**SCHEDULE 2**

**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
Venio Systems	USPTO	5936268	December 17, 2019	Venio Systems, Inc.

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
None.					

**SCHEDULE 3**  
**COPYRIGHTS**

**Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
None.				

**Copyright Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
None.				

**Exclusively Licensed Copyright Registrations**

<b>License Agreement</b>	<b>Copyright Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
None.				

**Exclusively Licensed Copyright Applications**

<b>License Agreement</b>	<b>Copyright Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>
None.				