

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cresa Global, Inc.		11/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Freedom Bank of Virginia		
Street Address:	10555 Main Street, Ste 100		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22030		
Entity Type:	Chartered Bank: VIRGINIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88724719	THINK BEYOND SPACE	
Serial Number:	88926707	WORKPLACE 2.0	
Serial Number:	88045830	VALO	
Serial Number:	88721532	CRESA	
Serial Number:	85479908	CRESA	
Serial Number:	77617235	THE TENANT'S ADVANTAGE	
Serial Number:	76474800	CRESA TRAC	
Serial Number:	76471375	CRESA	
Serial Number:	75594475	CRESA	
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:	215-981-4538		
Email:	Peter.Wakiyama@troutman.com		
Correspondent Name:	Peter T Wakiyama		
Address Line 1:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	251727.15		

CH \$240.00 88724719

NAME OF SUBMITTER:	Peter T Wakiyama
SIGNATURE:	/ptw/
DATE SIGNED:	12/18/2020
Total Attachments: 7 source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page1.tif source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page2.tif source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page3.tif source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page4.tif source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page5.tif source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page6.tif source=251727.15. Cresa Global. Freedom Bank. IP Security Ageement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of November 19, 2020 by and between (i) **THE FREEDOM BANK OF VIRGINIA** (“**Bank**”), and (ii) **CRESA GLOBAL, INC.**, a Delaware corporation, as grantor (“**Grantor**”).

RECITALS

A. Bank 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 Credit and Security Agreement, dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank 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 (as defined in the Credit Agreement).

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 Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire

goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements 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; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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.

THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

1800 M Street NW, Suite 300N
Washington, DC 20036
Attn: James Underhill
Email: junderhill@cresa.com

CRESA GLOBAL, INC.



By: _____
Name: James M. Underhill
Title: Chief Executive Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By: _____
Name: Shaun E. Murphy
Title: Executive Vice President and
Chief Operating Officer

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

1800 M Street NW, Suite 300N
Washington, DC 20036
Attn: James Underhill
Email: junderhill@cresa.com

GRANTOR:

CRESA GLOBAL, INC.

By: _____
Name: James M. Underhill
Title: Chief Executive Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

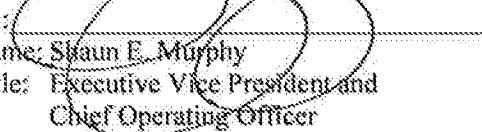
By: 
Name: Shaun E. Murphy
Title: Executive Vice President and
Chief Operating Officer

EXHIBIT A

Copyrights

No copyright registrations.



EXHIBIT B

Patents

No patents or patent applications.

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Owner</u>
THINK BEYOND SPACE	88724719	N/A	12/12/2019	N/A	Cresa Global, Inc.
WORKPL ACE 2.0	88926707	N/A	05/21/2020	N/A	Cresa Global, Inc.
VALO	88045830	5720406	07/20/2018	04/09/2019	Cresa Global, Inc.
	88721532	6095335	12/10/2019	07/07/2020	Cresa Global, Inc.
	85479908	4390364	11/23/2011	08/27/2013	Cresa Global, Inc.
THE TENANT'S ADVANT AGE	77617235	3930390	11/19/2008	03/15/2011	Cresa Global, Inc.
CRESA TRAC	76474800	2812472	11/29/2002	02/10/2004	Cresa Global, Inc.
CRESA	76471375	2814657	11/25/2002	02/17/2004	Cresa Global, Inc.
CRESA	75594475	2392728	11/24/1998	10/10/2000	Cresa Global, Inc.