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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM622977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriplePoint Venture Growth BDC Corp.		01/27/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Digiatech, LLC
Street Address:	125 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5464170	KNOTEL
Registration Number:	5464171	KNOTEL
Registration Number:	5464172	HEADQUARTERS AS A SERVICE
Serial Number:	87789905	KNOTEL
Serial Number:	87820553	KNOTEL
Serial Number:	88050358	HEADQUARTERS AS A SERVICE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-660-3052

Email: mpalmisciano@sullivanlaw.com

Correspondent Name: Michael S. Palmisciano

Address Line 1: 1633 Broadway

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Michael S. Palmisciano
SIGNATURE:	/Michael S. Palmisciano/
DATE SIGNED:	01/28/2021

Total Attachments: 3

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ASSIGNMENT OF SECURITY INTEREST

This ASSIGNMENT OF SECURITY INTEREST (this "<u>Agreement</u>"), dated as of January <u>27</u>, 2021 (the "<u>Effective Date</u>"), is entered into by and between TriplePoint Venture Growth BDC Corp., a Maryland corporation, in its capacity as Collateral Agent (as defined in the IPSA (as defined below)) for itself and the other Lenders (as defined in the IPSA (as defined below)) ("<u>Assignor</u>"), and Digiatech, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Knotel, Inc., a Delaware corporation ("<u>Grantor</u>"), and Assignor are parties to that certain Plain English Intellectual Property Security Agreement, dated as of February 27, 2019 (the "<u>IPSA</u>"), pursuant to which Grantor granted to Assignor a security interest in and to certain Intellectual Property Collateral (as defined in the IPSA);

WHEREAS, the IPSA was recorded with the United States Patent and Trademark Office on March 18, 2019 at Reel/Frame 6593/0671 with respect to the trademarks, trademark licenses and trademark applications identified on <u>Schedule A</u> attached hereto and made a part hereof;

WHEREAS, pursuant to that certain Assignment and Assumption, dated as of January 11, 2021, by and among Assignor, TriplePoint Capital LLC and Assignee, Assignor assigned to Assignee all of Assignor's right, title and interest in and to the IPSA and the security interest in the Intellectual Property Collateral granted thereunder as more particularly set forth therein; and

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment in this Agreement for the purpose of recording it with the United States Patent and Trademark Office.

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

- 1. <u>Assignment of Security Interest</u>. Assignor hereby irrevocably transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Collateral arising under the IPSA, including, without limitation, with respect to the trademarks, trademark licenses and trademark applications identified on <u>Schedule A</u> attached hereto. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Intellectual Property Collateral originally granted to Assignor under the IPSA, which security interest is now succeeded by and transferred to Assignee.
- 2. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:	
	VENTURE GROWTH BDC
CORP., a Maryla	and corporation, as Collateral Agent
Ву:	
Name: Kov	JUSTABLE
Title:	<u> Usera</u>
LOGIGINEE	
ASSIGNEE	
DIGIATECH, LI	LC, a Delaware limited liability
company	-20 /
By:	
Name: Micha	e Rispoli
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
Title: CFO	

Title: ____

Schedule A

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
KNOTEL (36 & 41) (US)	9/27/2017	87625008	5/8/2018	5464170
KNOTEL & Design (36 &				
41) (US)	9/27/2017	87625018	5/8/2018	5464171
HEADQUARTERS AS A				
SERVICE (36 & 41) (US)	9/27/2017	87625044	5/8/2018	5464172
KNOTEL & Design (9) (US)	2/8/2018	87789905	~	-
KNOTEL (9) (US)	3/5/2018	87820553	*	+
HEADQUARTERS AS A	***************************************	***************************************		
SERVICE (9) (US)	7/24/2018	88050358	~	-

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RECORDED: 01/28/2021