

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622997

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Alliance Bank		01/28/2021	Banking Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digiatech, LLC		
<b>Street Address:</b>	125 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87625044	HEADQUARTERS AS A SERVICE	
<b>Serial Number:</b>	87625018	KNOTEL	
<b>Serial Number:</b>	87625008	KNOTEL	
<b>Serial Number:</b>	88050358	HEADQUARTERS AS A SERVICE	
<b>Serial Number:</b>	87820553	KNOTEL	
<b>Serial Number:</b>	87876706	AGILE OFFICE	
<b>Serial Number:</b>	87876698	AGILE HQ	
<b>Serial Number:</b>	87789905	KNOTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-660-3052		
<b>Email:</b>	mpalmisciano@sullivanlaw.com		
<b>Correspondent Name:</b>	Michael S. Palmisciano		
<b>Address Line 1:</b>	1633 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Michael S. Palmisciano		
<b>SIGNATURE:</b>	/Michael S. Palmisciano/		

CH \$215.00 87625044

<b>DATE SIGNED:</b>	01/28/2021
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**Total Attachments: 4**

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## ASSIGNMENT OF SECURITY INTEREST

This ASSIGNMENT OF SECURITY INTEREST (this “Agreement”), dated as of January 28, 2021 (the “Effective Date”), is entered into by and between Western Alliance Bank, an Arizona banking corporation (“Assignor”), and Digiotech, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Knotel, Inc., a Delaware corporation (“Grantor”), and Assignor are parties to that certain Intellectual Property Security Agreement, dated as of March 16, 2018 (the “IPSA”), 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 February 13, 2019 at Reel/Frame 6561/0207 with respect to the Trademarks (as defined in the IPSA) identified on Schedule A attached hereto and made a part hereof;

WHEREAS, pursuant to that certain Assignment of Loan Documents, dated as of December 30, 2020, by and between Assignor 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; 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. Assignment of Security Interest. Assignor hereby absolutely and unconditionally 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 identified on Schedule A 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. Counterparts. 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:

WESTERN ALLIANCE BANK, an Arizona  
banking corporation

By:  \_\_\_\_\_

Name: Lori Edwards

Title: Director

ASSIGNEE

DIGIATECH, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona  
banking corporation

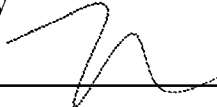
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE

DIGIATECH, LLC, a Delaware limited liability  
company

By:  \_\_\_\_\_

Name: Michael Rispoli

Title: CFO

Schedule A

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
HEADQUARTERS AS A SERVICE	87625044		Sep. 27, 2017
KNOTEL	87625018		Sep. 27, 2017
KNOTEL	87625008		Sep. 27, 2017
HEADQUARTERS AS A SERVICE	88050358		July 24, 2018
KNOTEL	87820553		March 5, 2018
AGILE OFFICE	87876706		April 13, 2018
AGILE HQ	87876698		April 13, 2018
KNOTEL	87789905		February 8, 2018