# CH \$440.00 38299

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM626299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BACKSTOP SOLUTIONS GROUP, LLC		02/12/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	CIBC BANK USA	
Street Address:	120 SOUTH LASALLE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	BANKING CORPORATION: ILLINOIS	

## **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark	
Registration Number:	3829938	BACKSTOP	
Serial Number:	88419186	X	
Serial Number:	88419206	BACKSTOP INTELLX	
Serial Number:	88419202	INTELLX	
Serial Number:	88928903	INTELLX	
Serial Number:	88928901	BACKSTOP INTELLX	
Registration Number:	5904596	BACKSTOP	
Registration Number:	5645831	THE PRODUCTIVITY SUITE FOR THE INSTITUTI	
Registration Number:	5128000	BACKSTOP	
Registration Number:	5364584	BACKSTOP	
Registration Number:	5369125	BACKSTOP SOLUTIONS	
Registration Number:	4996142	COGENCY	
Registration Number:	5127999	COGENCY	
Registration Number:	5704299	EVERY MINUTE MATTERS	
Registration Number:	4173308	INVESTORBRIDGE	
Registration Number:	5132547	INVESTORBRIDGE	
Registration Number:	5314115	THE PRODUCTIVITY SUITE FOR THE ALTERNATI	

## **CORRESPONDENCE DATA**

TRADEMARK

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**Fax Number:** 4048853900

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:** 4048853868

Email:rusty.close@troutman.comCorrespondent Name:CHRISTOPHER CLOSEAddress Line 1:TROUTMAN PEPPER LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	249023.000004	
NAME OF SUBMITTER:	Christopher C Close, Jr.	
SIGNATURE:	/Christopher C. Close Jr./	
DATE SIGNED:	02/15/2021	

## **Total Attachments: 8**

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#### **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>") is entered into as of February 12, 2021 by and between CIBC BANK USA ("<u>Lender</u>") and BACKSTOP SOLUTIONS GROUP, LLC, a Delaware limited liability company ("<u>Grantor</u>").

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and the Grantor dated as of May 15, 2015 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Intellectual Property Collateral (as defined below).
- 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:
- 1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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), 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.
- 2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.
- 3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.
- 4. 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.
- 5. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED

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HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

[Signature Page Follows]

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

Address of Grantor:

Backstop Solutions Group, LLC 233 S. Wacker, Suite 3960 Chicago, Illinois 60606 Attn: James Schuler

FAX: (312) 277-7780

Email: jschuler@backstopsolutions.com

**GRANTOR:** 

BACKSTOP SOLUTIONS GROUP, LLC

Lint Coglill
Name: Cognitt

Title: CEO

Address of Lender:

CIBC BANK USA 120 S. LaSalle St. Chicago, Illinois 60603

Attn: Jeff Goldrich, Managing Director

Telephone: 312 564-1472 Email: Jeff.Goldrich@cibc.com **LENDER:** 

CIBC BANK USA

Name: Jeff Goldrich

Title: Managing Director

[Intellectual Property Security Agreement]

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

Address of Grantor:	<b>GRANTOR</b> :
Backstop Solutions Group, LLC 233 S. Wacker, Suite 3960	BACKSTOP SOLUTIONS GROUP, LLC
Chicago, Illinois 60606	
Attn: James Schuler	By:
FAX: (312) 277-7780	Name:
Email: jschuler@backstopsolutions.com	Title:
Address of Lender:	<u>LENDER</u> :
CIBC BANK USA	CIBC BANK USA
120 S. LaSalle St.	//// <i>//</i> //
Chicago, Illinois 60603	Sample State of the State of th
Attn: Jeff Goldrich, Managing Director	By:
Telephone: 312 564-1472	Name: Jeff Goldrich
Email: Jeff.Goldrich@cibc.com	Title: Managing Director

# EXHIBIT A

Copyrights

None.

# EXHIBIT B

## **Patents**

Title	Patent
	No.
ROLE-ORIENTED DEVELOPMENT ENVIRONMENT	7590972
	(9/15/2009)

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# EXHIBIT C

## **Trademarks**

Description	Registration Number/Application Number
BACKSTOP and Design	RN: 3829938 SN: 76701023 Registered: August 10, 2010
X (& design)	SN: 88/419,186 May 7, 2019
BACKSTOP INTELLX	SN: 88/419,206 May 7, 2019
INTELLX	SN: 88/419,202 May 7, 2019
INTELLX (& design)	SN: 88/928,903 May 22, 2020
BACKSTOP INTELLX (& design)	SN: 88/928,901 May 22, 2020
BACKSTOP	RN: 5904596 Registration Date: November 5, 2019
THE PRODUCTIVITY SUITE FOR THE INSTITUTIONAL INVESTMENT INDUSTRY	RN: 5645831 Registration Date: January 1, 2019
BACKSTOP	RN: 5128000 Registration Date: January 24, 2017
BACKSTOP  BACKSTOP	RN: 5364584 Registered December 26, 2017
BACKSTOP SOLUTIONS and Design	RN: 5369125 Registered: January 2, 2018

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Description	Registration Number/Application Number
BACKSTOP SOLUTIONS	
Disclaimer: "SOLUTIONS"	
COGENCY	RN: 4996142 Registered: July 12, 2016
COGENCY	RN: 5127999 Registered: January 24, 2017
EVERY MINUTE MATTERS	RN: 5704299 Registration Date: March 19, 2019
INVESTORBRIDGE and Design	RN: 4173308 Registered: July 17, 2012
Disclaimer: "INVESTOR"	
INVESTORBRIDGE	RN: 5132547 Registered: January 31, 2017
THE PRODUCTIVITY SUITE FOR THE ALTERNATIVE INVESTMENT INDUSTRY	RN: 5314115 Registered: October 17, 2017

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**RECORDED: 02/15/2021** 

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