

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Examity Inc.		02/11/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	2700 W. Sahara Avenue		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4456625	EXAMITY	
Registration Number:	4492447	FAIREXAM	
Registration Number:	5090017	EXAMIKEY	
Registration Number:	5090018	EXAMIBADGE	
Registration Number:	5094434	EXAMILOCK	
Registration Number:	5094433	EXAMILINK	
Registration Number:	5328562	EXAMIGO	
Registration Number:	5328561	EXAMIKNOW	
Registration Number:	5328560	EXAMISHOW	
Registration Number:	5328559	EXAMIDATA	
Registration Number:	4243827	CERTIFIED REMOTE AGENT	
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:	240-392-0017		
Email:	requests@independencelegalsupport.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	PO Box 1807		
Address Line 4:	Greenbelt, MARYLAND 20768		

OP \$290.00 4456625

TRADEMARK

NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	02/15/2021
Total Attachments: 10 source=78997800 Examity Filing#page1.tif source=78997800 Examity Filing#page2.tif source=78997800 Examity Filing#page3.tif source=78997800 Examity Filing#page4.tif source=78997800 Examity Filing#page5.tif source=78997800 Examity Filing#page6.tif source=78997800 Examity Filing#page7.tif source=78997800 Examity Filing#page8.tif source=78997800 Examity Filing#page9.tif source=78997800 Examity Filing#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 11, 2021, by and between WESTERN ALLIANCE BANK, an Arizona corporation, ("Bank") and EXAMITY INC., a Delaware corporation with its principal place of business located at 153 Needham Street, Newton, Massachusetts 02464 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan 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.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a

duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

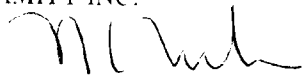
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

[Signature page follows.]

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

GRANTOR:

EXAMITY INC.

By: 

Title: CEO

BANK:

WESTERN ALLIANCE BANK, AN
ARIZONA CORPORATION

By: _____

Title: _____

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

GRANTOR:

EXAMITY INC.

By: _____

Title: _____

BANK:

WESTERN ALLIANCE BANK, AN
ARIZONA CORPORATION

By: 

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Owner	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Company	Examity	85864847	March 1, 2013	4456625	December 24, 2013
Company	Fairexam	85864869	March 1, 2013	4492447	March 4, 2014
Company	examiKEY	86950909	March 23, 2016	5090017	November 29, 2016
Company	examiBADGE	86950913	March 23, 2016	5090018	November 29, 2016
Company	examiLOCK	86950904	March 23, 2016	5094434	December 6, 2016
Company	examiLINK	86950895	March 23, 2016	5094433	December 6, 2016
Company	examiGO	87393573	March 31, 2017	5328562	November 7, 2017
Company	examiKNOW	87393570	March 31, 2017	5328561	November 7, 2017
Company	examiSHOW	87393568	March 31, 2017	5328560	November 7, 2017
Company	examiDATA	87393566	March 31, 2017	5328559	November 7, 2017
Examity Assets, LLC	Certified Remote Agent	85536230	February 7, 2012	4243827	November 13, 2012
Examity Assets, LLC	B VIRTUAL INC. and design*	78728087	N/A	GA 24684	July 27, 2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

ny-2050596