

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samasource Impact Sourcing, Inc.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vistara Technology Growth Fund III Limited Partnership by its general partner Vistara General Partner III Inc.		
Street Address:	200 - 1622 West 7th Avenue		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6J 1S5		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87347754	SAMA SOURCE	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	05/04/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 30, 2021, between VISTARA TECHNOLOGY GROWTH FUND III LIMITED PARTNERSHIP (together with its successors and assigns, “**Lender**”) and SAMASOURCE IMPACT SOURCING, INC., a Delaware corporation (together with its successors and assigns, “**Grantor**”).

RECITALS

A. Lender and Grantor are entering into that certain Credit Agreement dated the date hereof, between Grantor, as the borrower and Lender, as lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. All of the present and future Obligations of Grantor to Lender, including, reasonable attorneys’ fees and expenses and any interest, fees or expenses that accrue after the filing of an insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any insolvency proceeding (all of the foregoing, collectively, the “Secured Obligations”), are secured by the assets of Grantor including, without limitation, all of Grantor’s patents, trademarks, copyrights and other intellectual property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing lien and security interest in Grantor’s right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Intellectual Property”):

a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the “Copyrights”);

b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, “Patents”);

c. any trademark and service mark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the “Trademarks”);

d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;

e. any and all source code;

f. any and all design rights which may be available to Grantor;

g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, 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

h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Finance Document by electronic means shall be effective as delivery of an original executed counterpart of such Finance Document. The words "execution," "signed," "signature" and words of like import in any Finance Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Samasource Impact Sourcing, Inc.
2017 Mission St Suite 301
San Francisco, CA 94110

Attention: Colby Moosman
Email: cmoosman@samasource.com

GRANTOR:

SAMASOURCE IMPACT SOURCING, INC.

Per: Wendy Gonzalez
Name: wendy Gonzalez
Title: CEO

Address of Lender:

Vistara Technology Growth Fund III Limited
Partnership
200 – 1622 West 7th Avenue
Vancouver, British Columbia V6J 1S5

Attention: Noah Shipman
Email: noah@vistaracapital.com

LENDER:

**VISTARA TECHNOLOGY GROWTH FUND III
LIMITED PARTNERSHIP** by its general partner
VISTARA General Partner III Inc.

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

GRANTOR:

Samasource Impact Sourcing, Inc.
.....

SAMASOURCE IMPACT SOURCING, INC.

Attention:
Email:

Per: _____
Name: _____
Title: _____

Address of Lender:

LENDER:

Vistara Technology Growth Fund III Limited Partnership
200 – 1622 West 7th Avenue
Vancouver, British Columbia V6J 1S5

VISTARA TECHNOLOGY GROWTH FUND III LIMITED PARTNERSHIP by its general partner
VISTARA General Partner III Inc.

Attention: Noah Shipman
Email: noah@vistaracapital.com

DocuSigned by:
Noah Shipman
Per: _____
Name: Noah Shipman
Title: Partner

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Owner	Patents / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Samasource Impact Sourcing, Inc.	provisional application sam_001P	Serial No. 63/038,358	Expiration 6/12/2021
Samasource Impact Sourcing, Inc.	Utility application sam_002	Serial No. 17/145,292	pending
Samasource Impact Sourcing, Inc.	Utility application sam_003	Serial No. 17/151,123	pending

EXHIBIT C
TRADEMARKS

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Samasource	Trademark	87347754	7/25/17