

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFUTOR DATA SOLUTIONS, LLC		05/03/2021	Limited Liability Company: DELAWARE
RUF CORPORATION		05/03/2021	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	199 Bay St, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3810408	POWER-FLEX	
Registration Number:	3810398	INRICHMENT	
Registration Number:	3201048	NAVIGATOR	
Registration Number:	2081089	RUF STRATEGIC SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-187		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	05/04/2021		

CH \$115.00 3810408

Total Attachments: 6

source=Infutor - 02 IPSA - Infutor (05.03.2021)#page1.tif

source=Infutor - 02 IPSA - Infutor (05.03.2021)#page2.tif

source=Infutor - 02 IPSA - Infutor (05.03.2021)#page3.tif

source=Infutor - 02 IPSA - Infutor (05.03.2021)#page4.tif

source=Infutor - 02 IPSA - Infutor (05.03.2021)#page5.tif

source=Infutor - 02 IPSA - Infutor (05.03.2021)#page6.tif

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 May 3, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and each of the Grantors party hereto (collectively “**Grantors**”, and each, a “**Grantor**”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property which constitutes Collateral.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

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

1. To secure the Obligations, each Grantor grants Bank a security interest in all of such Grantor’s right, title and interest in its Intellectual Property that constitutes Collateral. Each Grantor hereby confirms that the schedules of such 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, and attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate in all material respects as of the date hereof.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such 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 that constitutes Collateral with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. 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 this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

18W140 Butterfield Road, Suite 1020
Oakbrook Terrace, IL 60181

GRANTORS:

INFUTOR DATA SOLUTIONS, LLC

By: _____

Name: Gary V. Walter

Title: President and Chief Executive Officer

RUF CORPORATION

By: _____

Name: Gary V. Walter

Title: President and Chief Executive Officer

Address of Bank:

CIBC Innovation Banking
199 Bay St, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Paul McKinlay; Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Paul McKinlay

Title: Managing Director, Authorized Signatory
CIBC Innovation Banking

By: _____

Name: Imran Premji

Title: Executive Director, Authorized Signatory
CIBC Innovation Banking

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

18W140 Butterfield Road, Suite 1020
Oakbrook Terrace, IL 60181

GRANTORS:

INFUTOR DATA SOLUTIONS, LLC

By: _____

Name: Gary V. Walter
Title: President and Chief Executive Officer

RUF CORPORATION

By: _____

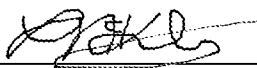
Name: Gary V. Walter
Title: President and Chief Executive Officer

Address of Bank:

CIBC Innovation Banking
199 Bay St, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Paul McKinlay; Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Paul McKinlay
Title: Managing Director, Authorized Signatory
CIBC Innovation Banking

By:  _____

Name: Imran Premji
Title: Executive Director, Authorized Signatory
CIBC Innovation Banking

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
--------------	--------------------	--------------------------------	------------------------------

None.

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
-------	-------------	-----------------------------------	--------------------------------

None.

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
INFUTOR DATA SOLUTIONS, LLC	POWER-FLEX	3810408	JUNE 29, 2010
INFUTOR DATA SOLUTIONS, LLC	INRICHMENT	3810398	JUNE 29, 2010
RUF CORPORATION	NAVIGATOR	3201048	JANUARY 23, 2007
RUF CORPORATION	RUF STRATEGIC SOLUTIONS	2081089	JULY 22, 1997