

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648366

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEMAND DRIVEN TECHNOLOGIES, INC.		05/20/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAGO INNOVATION FUND, LLC		
<b>Street Address:</b>	C/O BIP CAPITAL, 3575 PIEDMONT ROAD, BUILDING 15, SUITE 730		
<b>Internal Address:</b>	ATTN: TIM GOTTFRIED		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88742607	REPLENISHMENT+	
<b>Serial Number:</b>	88742589	DBR+	
<b>Serial Number:</b>	88742656	DD DEMAND DRIVEN TECHNOLOGIES	
<b>Registration Number:</b>	4624310	REPLENISHMENT+	
<b>Serial Number:</b>	86213764	DBR+	
<b>Registration Number:</b>	4582103	DEMAND DRIVEN TECHNOLOGIES	
<b>Registration Number:</b>	4628104	DEMAND DRIVEN TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102843894		
<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>	14242393744		
<b>Email:</b>	susan.yates@btlaw.com		
<b>Correspondent Name:</b>	Susan Yates		
<b>Address Line 1:</b>	2029 Century Park E Ste 300 Suite 300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Susan Yates		
<b>SIGNATURE:</b>	/Susan Yates/		

OP \$190.00 88742607

<b>DATE SIGNED:</b>	05/20/2021
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**Total Attachments: 6**

- source=04. LAGO - DD Tech - IP Security Agreement (Executed) (5.2021)#page1.tif
- source=04. LAGO - DD Tech - IP Security Agreement (Executed) (5.2021)#page2.tif
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- source=04. LAGO - DD Tech - IP Security Agreement (Executed) (5.2021)#page4.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 20, 2021 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **DEMAND DRIVEN TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of May 20, 2021 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 the foregoing, in no event shall the Intellectual Property Collateral include United States intent to use trademarks or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark or service mark application under applicable law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**DEMAND DRIVEN TECHNOLOGIES, INC.,**  
a Delaware corporation

By: / DocuSigned by:  
*Erik Bush*  
3C740BEAEC03441... /

Name: Erik Bush

Title: Chief Executive Officer

Address for Notices:

DEMAND DRIVEN TECHNOLOGIES, INC.  
400 Northridge Road, Suite 590  
Atlanta, GA 30350  
(770) 799-6536  
Attn: Erik Bush  
e: [ebush@demanddriventech.com](mailto:ebush@demanddriventech.com)

**LENDER:**

**LAGO INNOVATION FUND, LLC,**  
a Delaware limited liability company

By: / DocuSigned by:  
*Tim Gottfried*  
75E2C6D9A1F94A0... /

Name: Tim Gottfried

Title: Managing Partner

Address for Notices:

LAGO INNOVATION FUND, LLC  
c/o BIP Capital  
3575 Piedmont Road, Building 15, Suite 730  
Atlanta GA, 30305  
Tim Gottfried  
[tim@lagoinnovation.com](mailto:tim@lagoinnovation.com)

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Registered Copyrights Exist

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
REPLENISHMENT+	88742607	N/A	December 30, 2019	N/A
DBR+	88742589	N/A	December 30, 2019	N/A
DD DEMAND DRIVEN TECHNOLOGIES	88742656	N/A	December 30, 2019	N/A
REPLENISHMENT+	86213784	4624310	March 6, 2014	October 21, 2014
DBR+	86213764	417135	March 6, 2014	October 7, 2014
DEMAND DRIVEN TECHNOLOGIES	86213776	4582103	March 6, 2014	August 5, 2014
DEMAND DRIVEN TECHNOLOGIES	86213735	4628104	March 6, 2014	August 12, 2014

**EXHIBIT C****PATENTS**Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Application or Issue Date:</u>
SYSTEMS AND METHODS FOR USE OF A GLOBAL REGISTRY WITH AUTOMATED DEMAND PROFILING VIA MACHINE LEARNING TO OPTIMIZE INVENTORY MANAGEMENT	N/A	63/041,359	N/A	June 19, 2020