

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654895

<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>
SYNERGYSUITE INC.		06/18/2021	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: Heather La Freniere		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90569741	SYNERGYSUITE	
<b>Serial Number:</b>	90539780	WE'VE GOT YOUR BACK OF HOUSE	
<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>	4242393744		
<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 3		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Susan Yates		
<b>SIGNATURE:</b>	/Susan Yates/		
<b>DATE SIGNED:</b>	06/18/2021		
<b>Total Attachments: 6</b>			
source=02. LAGO - SynergySuite - IP Security Agreement [Executed] (6.2021)#page1.tif			
source=02. LAGO - SynergySuite - IP Security Agreement [Executed] (6.2021)#page2.tif			
source=02. LAGO - SynergySuite - IP Security Agreement [Executed] (6.2021)#page3.tif			
source=02. LAGO - SynergySuite - IP Security Agreement [Executed] (6.2021)#page4.tif			

OP \$65.00 90569741

source=02. LAGO - SynergySuite - IP Security Agreement [Executed] (6.2021)#page5.tif

source=02. LAGO - SynergySuite - IP Security Agreement [Executed] (6.2021)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 18, 2021 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **SYNERGYSUITE INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of June 18, 2021 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, 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

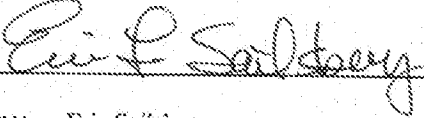
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

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

**GRANTOR:**

**SYNERGYSUITE INC.,**  
a Delaware corporation

By: 

Name: Eric Sailsbery

Title: CFO

Address for Notices:  
SYNERGYSUITE INC.  
3300 N. Ashion Blvd., Suite 375  
Lehi, UT 84043  
Attn: Eric Sailsbery  
[eric.sailsbery@synergysuite.com](mailto:eric.sailsbery@synergysuite.com)

**LENDER:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
LAGO INNOVATION FUND, LLC  
c/o BIP Capital  
3575 Piedmont Road, Building 15, Suite 730  
Atlanta GA, 30305  
Heather La Freniere  
[heather@lagoinnovation.com](mailto:heather@lagoinnovation.com)

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

**GRANTOR:**

**SYNERGYSUITE INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

SYNERGYSUITE INC.  
3300 N. Ashton Blvd., Suite 375  
Lehi, UT 84043  
Attn: Eric Sailsbery  
[eric.sailsbery@synergysuite.com](mailto:eric.sailsbery@synergysuite.com)

**LENDER:**

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

By:  \_\_\_\_\_

Name: Heather LaFreniere

Title: Managing Partner

Address for Notices:

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**  
**COPYRIGHTS**

NONE.

**EXHIBIT B**  
**TRADEMARKS**

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
SYNERGYSUITE	90569741			MARCH 10, 2021
WE'VE GOT YOUR BACK OF HOUSE	90539780			FEBRUARY 22, 2021

**EXHIBIT C**  
**PATENTS**

NONE.