

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONCERTAI LLC		06/30/2021	Limited Liability Company: DELAWARE
PROMETRICS, LLC		06/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn Street, Floor 36		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6217420	RWD360	
Serial Number:	88367410	RWE360	
Serial Number:	90455755	CONCERTAI	
Serial Number:	90455782	C CONCERTAI	
Registration Number:	5999867	PROMETRICS	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1414083 TM		
NAME OF SUBMITTER:	ANDREW NASH		

OP \$140.00 6217420

SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	07/01/2021
Total Attachments: 7 source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page1.tif source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page2.tif source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page3.tif source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page4.tif source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page5.tif source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page6.tif source=Revised - B.3 - JPM [ConcertAI] - Intellectual Property Security Agreement (EXECUTION VERSION)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of June 30, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, CONCERTAI LLC, a Delaware limited liability company (the “Borrower”), and PROMETRICS, LLC, a Delaware limited liability company (together with the Borrower, collectively, “Grantors” and each, individually, a “Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender, the Borrower, the other Loan Parties, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein and not otherwise defined herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantors under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), by and among Lender and the Loan Parties, each Grantor has granted to Lender a security interest in all of such 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 its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Lender a security interest in all of such 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 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, 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 such 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 such Grantor connected with and symbolized by such trademarks, including (without limitation) those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(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, or Trademarks, 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, or Patents; 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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 Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Security Agreement, the other Loan Documents, and any other related document(s), 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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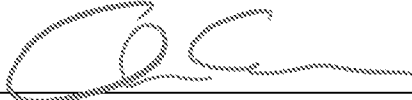
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address:

ConcertAI LLC
610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

CONCERTAI LLC

By:  _____

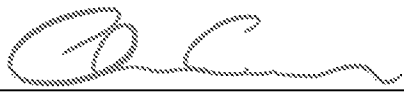
Name: CHRISTOPHER CONNER

Title: CFO

Address:

Prometrics, LLC
610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

PROMETRICS, LLC

By:  _____

Name: CHRISTOPHER CONNER

Title: CFO

Address:

JPMorgan Chase Bank, N.A.
10 S Dearborn Street, Floor 36
Chicago, IL 60603
Attention: Kathryn Cotter

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

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.

GRANTORS:

Address:

ConcertAI LLC
610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

CONCERTAI LLC

By: _____

Name: _____

Title: _____

Address:

Prometrics, LLC
610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

PROMETRICS, LLC

By: _____

Name: _____

Title: _____

Address:

JPMorgan Chase Bank, N.A.
10 S Dearborn Street, Floor 36
Chicago, IL 60603
Attention: Kathryn Cotter

LENDER:

JPMORGAN CHASE BANK, N.A.

By: Kath Cotter

Name: Kathryn Cotter

Title: Authorized Officer

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK

REEL: 007343 FRAME: 0288

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
CONCERTAI (Prov. Pat. App.)	63108165	10/30/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
RWD360	88367279	4/2/2019	6217420	12/8/2020
RWE360	88367410	4/2/2019		
CONCERTAI	90455755	1/8/2021		
CONCERTAI	90455782	1/8/2021		
PROMETRICS	88258422	1/11/2019	5999867	3/3/2020