

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILKROAD TECHNOLOGY, INC.		09/15/2021	Corporation:
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
Internal Address:	Attn: Legal Department		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90716532	BUY HOLD SELL	
Serial Number:	90773147	SILKROAD TECHNOLOGY	
Serial Number:	90293426	COMMIT TO YOUR CRAFT	
Serial Number:	90132990	RAPIDSTART	
Serial Number:	88708827	CHRO ESSENTIALS	
Serial Number:	85103463	REDCARPET	
Serial Number:	78389670	SILK ROAD	
Serial Number:	78374749	SILK ROAD	
Serial Number:	78393090	SILKROAD	
Serial Number:	77958930	SILKROAD TECHNOLOGY	
Serial Number:	75605267	SILK ROAD	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Hillary Kooy		

OP \$290.00 90716532

Address Line 1: 171 Monroe Ave NW, Suite 1000
Address Line 2: Barnes & Thornburg LLP
Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER: 75123.100

NAME OF SUBMITTER: Hillary Kooy

SIGNATURE: /Hillary Kooy/

DATE SIGNED: 09/15/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 15, 2021 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **SILKROAD TECHNOLOGY, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of September 15, 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 Bank 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 Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

GRANTOR:

SILKROAD TECHNOLOGY, INC.,
a Delaware corporation

By:  _____

Name: Jayson Yuan

Title: President and Chief Executive Officer

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

100 South Wacker Drive, #425
Chicago, IL 60606
Attn: Kate O'Neill
Email: legal@silkroad.com

Address for Notices:

WESTERN ALLIANCE BANK
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: mike.federman@bridgebank.com

The rights and remedies of Bank 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 Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

GRANTOR:

SILKROAD TECHNOLOGY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

100 South Wacker Drive, #425
Chicago, IL 60606
Attn: Kate O'Neill
Email: legal@silkroad.com

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: Eric Tulipano

Name: Eric Tulipano

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: mike.lederman@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No 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>USPTO Reference Number:</u>	<u>Filing Date:</u>
BUY HOLD SELL	90716532			5/17/2021
SILKROAD TECHNOLOGY	90773147			6/14/2021
COMMIT TO YOUR CRAFT	90293426			11/2/2020
RAPIDSTART	90132990	6321069		8/24/2020
CHRO ESSENTIALS	88708827	6094628		11/27/2019
REDCARPET	85103463	4086134		8/9/2010
SILK ROAD	78389670	3210118		3/24/2004
SILK ROAD	78374749	2987393		2/26/2004
SILKROAD	78393090	3023083		3/30/2004
SILKROAD TECHNOLOGY	77958930	3972480		3/15/2010
SILK ROAD	75605267	2749093		12/14/1998

EXHIBIT C

PATENTS

Please Check if No Patents Exist