

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675467

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900641504

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pacific Netsoft, Inc.		09/03/2021	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	AVIDBANK
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95112
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	90658393	CLARITY CONSULTANTS

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 6506483802  
**Email:** PATTY@PATTYCHENG.COM  
**Correspondent Name:** PATTY CHENG  
**Address Line 1:** 2625 MIDDLEFIELD RD., #215  
**Address Line 4:** PALO ALTO, CALIFORNIA 94306

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	09/20/2021

**Total Attachments: 5**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 3, 2021 by and between **Pacific Netsoft, Inc.**, a California corporation (“**Grantor**”) and **Avidbank**, a California corporation (“**Bank**”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of March 19, 2014 and as amended from time to time (the “**Loan Agreement**”). In connection therewith, Grantor and Bank entered into that certain Intellectual Property Security Agreement dated as of March 19, 2014 (the “**Original Agreement**”). On or around the date hereof, Grantor and Bank are entering into an amendment to Loan Agreement and in connection therewith, Grantor and Bank desire to amend and restate the Original Agreement.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

This Agreement does hereby amend and restate, in its entirety, the Original Agreement, without novation.

To continue to secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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

PACIFIC NETSOFT, INC.

Address of Grantor

900 E. Hamilton Ave., Suite 100  
Campbell, CA 95008  
Attn: Herbert Tieger, CEO

By: 

Name: Miles McGinley

Title: COO

AVIDBANK

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Diana Mattson

By: 

Name: DIANA MATTSON

Title: SVP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Application Number / Patent Number</b>	<b>Application Date / Issue Date</b>
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**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
clarity consultants	90658393		April 20, 2021

\* — *indicates dead, abandoned or cancelled trademark*