

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677774

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Matrixx Software, Inc. | | 09/29/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Savings Fund Society, FSB (as Agent) | | |
| Street Address: | WSFS Bank Center, 500 Delaware | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | Federal Savings Bank: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5192283 | GO DIGITAL | |
| Registration Number: | 3839088 | MATRIXX | |
| Registration Number: | 4258066 | | |
| Registration Number: | 4429014 | PARALLEL-MATRIXX | |
| Registration Number: | 5027549 | POWERING THE FUTURE | |
| 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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1482579 TM | | |
| NAME OF SUBMITTER: | David C. Lee | | |
| SIGNATURE: | /David C. Lee/ | | |
| DATE SIGNED: | 09/29/2021 | | |

OP \$140.00 5192283

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as it may be amended, restated, supplemented or modified from time to time, this "Agreement") is entered into as of September 29, 2021 by and between WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent (in such capacity, "Agent"), for the ratable benefit of each bank and other financial institution, from time to time party to the Loan Agreement (as defined below) (each such party, collectively, "Lender"), and each of the undersigned identified on the signature pages hereto as Grantors (together with any other entity that may become a party hereto as provided herein, each a "Grantor", and collectively, the "Grantors"). Capitalized terms used herein without definition shall have the meaning set forth in the Loan Agreement (as defined below).

RECITALS

A. Agent, Lender and Grantors have entered into that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain loans ("Loans") to Matrixx Software, Inc. ("Borrower").

B. Agent and Grantors have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors have granted to Agent, for the benefit of the Secured Parties, a valid and continuing security interest in the Intellectual Property Collateral (as defined below).

C. Pursuant to the terms of the Loan Agreement and the Security Agreement and in furtherance thereof, Grantors have duly authorized the execution, delivery and performance of this Agreement.

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 Borrower's obligations to Lender, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. Grantors hereby pledge and grant to Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations, a continuing security interest in Grantors' right, title and interest in, to and under security interest in all of Grantors' right, title and interest in 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 of 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");

4. 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assignees permitted under the Loan Agreement.

6. 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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(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 Grantors 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 Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(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, upon the occurrence and during the continuance of an Event of Default, 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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Documents, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights, protections, immunities, indemnities and remedies of Agent with respect to the Intellectual Property Collateral are as provided to it as Administrative Agent under the Security Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Wilmington Federal Savings
Fund Society, FSB
WSFS Bank Center
500 Delaware
Wilmington, Delaware 19801
Attention: Global Capital Markets - Matrixx
E-mail: JMcNichol@wsfsbank.com

AGENT

**Wilmington Savings Fund Society, FSB, as
Administrative Agent**

By:



Name: John McNichol

Title: Trust Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Addresses of Grantor:

Matrixx Software, Inc.

1098 Foster City Blvd

Suite 106 #836

Foster City, CA 94404

E-mail: milan.parikh@matrixx.com

GRANTOR:

Matrixx Software, Inc.

By: *Glo Gordon*

Name: Glo Gordon

Title: Chief Executive Officer
