

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HARBOR BUSINESS COMPLIANCE CORPORATION		10/04/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	199 Bay Street, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90754669	HARBOR COMPLIANCE	
<b>Serial Number:</b>	86633832	HARBOR COMPLIANCE	
<b>Serial Number:</b>	90899044	H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1493384 TM		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	10/04/2021		
<b>Total Attachments: 6</b>			

OP \$90.00 90754669

source=CIBC\_Harbor Business Compliance Corporation\_IPSA (Harbor)#page1.tif  
source=CIBC\_Harbor Business Compliance Corporation\_IPSA (Harbor)#page2.tif  
source=CIBC\_Harbor Business Compliance Corporation\_IPSA (Harbor)#page3.tif  
source=CIBC\_Harbor Business Compliance Corporation\_IPSA (Harbor)#page4.tif  
source=CIBC\_Harbor Business Compliance Corporation\_IPSA (Harbor)#page5.tif  
source=CIBC\_Harbor Business Compliance Corporation\_IPSA (Harbor)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 4, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and HARBOR BUSINESS COMPLIANCE CORPORATION, a Pennsylvania corporation (the “**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

1830 Colonial Village Lane  
Lancaster, PA 17601

GRANTOR:

HARBOR BUSINESS COMPLIANCE CORPORATION

By: [Signature]  
Name: Michael M. Smith Vice President  
Title: CEO

Address of Bank:

Canadian Imperial Bank of Commerce  
199 Bay Street, 4<sup>th</sup> Floor  
Toronto, ON  
M5L 1A2  
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

1830 Colonial Village Lane  
Lancaster, PA 17601

GRANTOR:

HARBOR BUSINESS COMPLIANCE CORPORATION

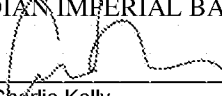
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

Canadian Imperial Bank of Commerce  
199 Bay Street, 4<sup>th</sup> Floor  
Toronto, ON  
M5L 1A2  
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_  
Name: Charlie Kelly  
Title: Assistant General Manager

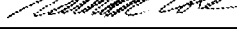
By:  \_\_\_\_\_  
Name: Nathan Cole  
Title: Assistant General Manager

EXHIBIT A  
COPYRIGHTS

<b>Copyrights / Copyright Application</b>	<b>Copyright No. / Application No.</b>	<b>Issue Date / Application Date</b>
None.		

EXHIBIT B

PATENTS

<b>Description</b>	<b>Patent No. / Application No.</b>	<b>Issue Date / Application Date</b>
None.		

EXHIBIT C  
TRADEMARKS

<b>Description</b>	<b>Registration / Serial No.</b>	<b>Registration / Application Date</b>
Harbor Compliance	90754669	June 4, 2021
Harbor Compliance	86633832	May 18, 2015
'H' Logo	90899044	August 24, 2021
China – Harbor Compliance (in Chinese)	36402288	October 28, 2019
China – Harbor Compliance (in Chinese)	36400704	October 28, 2019