

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ArborMetrix, Inc.		10/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Ann Arbor		
Street Address:	125 South Fifth Avenue		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48104		
Entity Type:	a Michigan banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6437119	REGISTRYX	
Serial Number:	88959713	EVIDENCE EXPLORER	
Registration Number:	6134694	ARBORMETRIX	
Registration Number:	4718359	REGISTRYMETRIX	
Registration Number:	4718358	EPISODEMETRIX	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	10/15/2021		
Total Attachments: 4			
source=ArborMetrix IPSA#page1.tif			

OP \$140.00 6437119

source=ArborMetrix IPSA#page2.tif

source=ArborMetrix IPSA#page3.tif

source=ArborMetrix IPSA#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of October [15], 2021, between the ArborMetrix, Inc., a Delaware corporation (the "Debtor") and Bank of Ann Arbor (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Business Loan Agreement, dated as of August 30, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between the Debtor and the Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make certain loans and other extensions of credit to the Debtor; and

B. WHEREAS, in connection with the Loan Agreement, the Debtor has executed and delivered that certain Commercial Security Agreement, dated as of August 30, 2021, to the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, pursuant to the Loan Agreement and the Security Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby pledge, collaterally assign (as collateral), and grant to the Secured Party a continuing lien on and security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter arising or acquired and wherever located:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, all to the extent the foregoing are Collateral in the Security Agreement; and

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule A attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and

misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; all to the extent the foregoing are Collateral in the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Related Document executed pursuant to the Loan Agreement and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement and Security Agreement.


SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

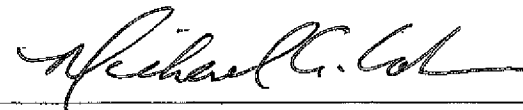
DEBTOR:

ARBORMETRIX, INC.

By: 
Name: STEVE RICHVALSKY
Title: CFO

SECURED PARTY:

BANK OF ANN ARBOR

By: 
Name: Michael A. Cole
Title: Technology Industry Group President

SCHEDULE A

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
REGISTRYX	88/959574	6/11/20	6,437,119	8/3/21	ArborMetrix, Inc. (a Delaware corporation)
EVIDENCE EXPLORER	88/959713	6/11/20	n/a	n/a	ArborMetrix, Inc. (a Delaware corporation)
ARBORMETRIX	88/714975	12/4/19	6,134,694	8/25/20	ArborMetrix, Inc. (a Delaware corporation)
REGISTRYMETRIX	86/321618	6/26/14	4,718,359	4/7/15	ArborMetrix, Inc. (a Delaware corporation)
EPISODEMETRIX	86/321581	6/26/14	4,718,358	4/7/15	ArborMetrix, Inc. (a Delaware corporation)