OP \$40.00 5785671

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM682789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRAYLOG, INC.		10/21/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce	
Street Address:	199 Bay Street, 4th Floor	
City:	Toronto	
State/Country:	CANADA	
Postal Code:	M5L 1A2	
Entity Type:	Bank: CANADA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5785671	GRAYLOG

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: 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:	1502211 TM
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	10/21/2021

Total Attachments: 6

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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 21, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE ("Bank") and GRAYLOG, INC., a Delaware corporation ("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.

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[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:	<u>GRANTOR</u> :
1301 Fannin St. Suite 2140 Houston, TX 77002	GRAYLOG, INC. By: Name: Thanh Tam Dinh Title: CFO
Address of Bank:	
	BANK:
Canadian Imperial Bank of Commerce	
199 Bay Street, 4th Floor	CANADIAN IMPERIAL BANK OF COMMERCE
Toronto, ON M5L 1A2	
Attention: Imran Premji	By:
Email: Imran.Premji@cibc.com	Name:
	Title:
	Ву:
	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:	<u>GRANTOR</u> :
1301 Fannin St. Suite 2140	GRAYLOG, INC.
Houston, TX 77002	By:
	Name:
	Title:
Address of Bank:	
	<u>BANK</u> :
Canadian Imperial Bank of Commerce	
199 Bay Street, 4th Floor	CANADIAN IMPERIAL BANK OF COMMERCE
Toronto, ON M5L 1A2 Attention: Imran Premji	B
Email: Imran.Premji@cibc.com	Name: Paul B. Gibson
	Title: Assistant General Manager
	By:
	Name: Jonathan Schupack
	Title: Assistant General Manager

EXHIBIT A

COPYRIGHTS

Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
None.		

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EXHIBIT B

PATENTS

Description	Patent No./Application No.	Issue Date/Application Date
None.		

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EXHIBIT C

TRADEMARKS

Trademarks	Registration/Serial No.	Registration/Application Date
Graylog2	Certificate No. 20 2014 046246	7/30/2014
Graylog	Registration No. 5,785,671/Serial No. 88102875	9/3/2019

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RECORDED: 10/21/2021