

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearsense, LLC		11/03/2021	Limited Liability Company: DELAWARE
Clearsense Acquisition 1, LLC		11/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	115 South Union Street		
Internal Address:	Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5181928	CLEARSENSE	
Registration Number:	5166731	CLEARSENSE	
Registration Number:	6003439	ORGANIZING THE CHAOS OF DATA	
Registration Number:	6129453	COMPELLON	
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:	617-310-5234		
Email:	prezase@gtlaw.com		
Correspondent Name:	Eugenia Prezas, GREENBERG TRAUIG, LLP		
Address Line 1:	One International Place, Suite 200000		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	1519445 424989-6045JP		
NAME OF SUBMITTER:	Eugenia Prezas		
SIGNATURE:	/Eugenia Prezas/		

OP \$115.00 5181928

DATE SIGNED:	11/04/2021
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is entered into as of November 3, 2021 by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), CLEARSENSE, LLC, a Delaware limited liability company with offices located at 13901 Sutton Park Drive South, Suite 101, Jacksonville, FL 32224, CLEARSENSE ACQUISITION 1, LLC, a Delaware limited liability company with offices located at 13901 Sutton Park Drive South, Suite 101, Jacksonville, FL 32224, and CLEARSENSE INDIA HOLDINGS, LLC, a Delaware limited liability company with offices located at 13901 Sutton Park Drive South, Suite 101, Jacksonville, FL 32224 (individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**,” capitalized terms used but not defined herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1 **Grant of Security.** To secure its obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement), Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

- 2 **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.
- 3 **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4 **Execution in Counterparts.** This IP Security Agreement may be signed in counterparts, each of which will be considered an original and all such counterparts will be considered and constitute one and the same agreement.
- 5 **Choice of Law and Venue.** This IP Security Agreement shall be subject to the provisions regarding choice of law and venue set forth in the Loan Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

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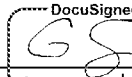
IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
13901 Sutton Park Drive South
Suite 101
Jacksonville, FL 32224

CLEARSENSE, LLC

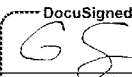
Attn: Office of General Counsel

DocuSigned by:

By: _____
Name: Gene Schaefer
Title: CEO

Address of Grantor:
13901 Sutton Park Drive South
Suite 101
Jacksonville, FL 32224

CLEARSENSE ACQUISITION 1, LLC

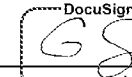
Attn: office of General Counsel

DocuSigned by:

By: _____
Name: Gene Schaefer
Title: CEO

Address of Grantor:
13901 Sutton Park Drive South
Suite 101
Jacksonville, FL 32224

CLEARSENSE INDIA HOLDINGS, LLC

Attn: office of General Counsel

DocuSigned by:

By: _____
Name: Gene Schaefer
Title: CEO

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

115 South Union Street
Suite 300
Alexandria, VA 22314

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
13901 Sutton Park Drive South
Suite 101
Jacksonville, FL 32224

CLEARSENSE, LLC

By: _____
Name: _____
Title: _____

Attn: _____

Address of Grantor:
13901 Sutton Park Drive South
Suite 101
Jacksonville, FL 32224

CLEARSENSE ACQUISITION 1, LLC

By: _____
Name: _____
Title: _____

Attn: _____

Address of Grantor:
13901 Sutton Park Drive South
Suite 101
Jacksonville, FL 32224

CLEARSENSE INDIA HOLDINGS, LLC

By: _____
Name: _____
Title: _____

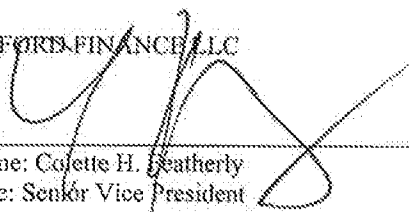
Attn: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

115 South Union Street
Suite 300
Alexandria, VA 22314

By: 
Name: Colette H. Leatherly
Title: Senior Vice President

{Signature Page to IP Security Agreement}

EXHIBIT A

Copyrights

Clearsense, LLC's proprietary software is protected by common law copyright laws, but none of the Grantors have any registered copyrights.

EXHIBIT B

Patents

<u>Owner</u>	<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date/Issue Date</u>	<u>Jurisdiction</u>
Clearsense Acquisition 1, LLC	Prescriptive Analytics Platform and Polarity Analysis Engine	62/394,657 Expired	09/14/2016	United States
Clearsense Acquisition 1, LLC	Prescriptive Analytics Platform and Polarity Analysis Engine	10,235,336	03/19/2019	United States
Clearsense Acquisition 1, LLC	Prescriptive Analytics Platform and Polarity Analysis Engine	10,956,429	03/23/2021	United States
Clearsense Acquisition 1, LLC	Prescriptive Analytics Platform and Polarity Analysis Engine	17/167,426	02/04/2021	United States
Clearsense Acquisition 1, LLC	Polarity Semantics Engine Analytics Platform	62/886,564 Expired	08/14/2019	United States
Clearsense Acquisition 1, LLC	Polarity Semantics Engine Analytics Platform	11,068,758	07/20/2021	United States
Clearsense Acquisition 1, LLC	Polarity Semantics Engine Analytics Platform	17/332,212	05/27/2021	United States

EXHIBIT C

Trademarks

Registered Trademarks:

<u>Owner</u>	<u>Description</u>	<u>Serial/ Registration No.</u>	<u>File Date</u>	<u>Jurisdiction</u>
Clearsense, LLC	CLEARSENSE	5181928	February 14, 2014	United States
Clearsense, LLC	CLEARSENSE	5166731	February 14, 2014	United States
Clearsense, LLC	ORGANIZING THE CHAOS OF DATA	6003439	August 21, 2018	United States
Clearsense Acquisition 1, LLC	COMPELLON	6129453	8/18/20	United States

Unregistered Trademarks Owned by Clearsense Acquisition 1, LLC:

