

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microshare, Inc.		10/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	150 South 5th Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90660088	EVERSMART	
Serial Number:	90210024	CLEANSAFE	
Serial Number:	90210071	CLEAN SAFE	
Serial Number:	87331246	MICROSHARE	
Serial Number:	88791402	UNLEASH THE DATA	
Serial Number:	88791368	M	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	1507155		
NAME OF SUBMITTER:	Matt Rountree		
SIGNATURE:	/Matt Rountree/		
DATE SIGNED:	11/09/2021		

OP \$165.00 90660088

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, modified, restated, or supplemented from time to time, this “Agreement”) is entered into as of October 25, 2021 by and among the parties identified as “Grantors” on the signature pages hereto and such other parties as may become Grantors hereunder after the date hereof (individually, a “Grantor” and, collectively, the “Grantors”), and Acquiom Agency Services LLC (“Acquiom”), as collateral agent for the Secured Parties (used herein as defined in the Credit Agreement) (in such capacity, together with any successor or assign, the “Collateral Agent”).

RECITALS

A. A term loan credit facility has been established in favor of Microshare, Inc., a Delaware corporation (the “Borrower”), pursuant to the terms of that certain Credit Agreement, dated as of the date hereof (as amended, modified, restated, supplemented or extended from time to time, the “Credit Agreement”), among the Borrower, the Collateral Agent, Acquiom and Seaport Global Securities LLC, as co-administrative agents for the Lenders, and the lenders from time to time party thereto (the “Lenders”).

B. In connection with the Credit Agreement, the Grantors and the Collateral Agent entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, modified, restated, supplemented or extended from time to time, the “GCA”).

C. Pursuant to the GCA, each Grantor has granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral (used herein as defined in the GCA). The Collateral includes the intellectual property described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. To secure the prompt and unconditional payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants, pledges and assigns to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and Lien (used herein as defined in the Credit Agreement) on, all of Grantor’s right, title and interest in Grantor’s IP Rights (used herein as defined in the Credit Agreement) and intangible rights, now owned or at any time hereafter acquired by such Grantor, including without limitation, the following worldwide:

(i) the trademarks and service marks, trade dress, slogans, logos, domain names, and other indicia of origin, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including such items listed on Schedule A hereto;

(ii) the issued patents and patent applications and all like protections including, without limitation, all invention disclosures, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including such items listed on Schedule B hereto;

(iii) all copyrights, copyright rights, copyright applications, copyright registrations, mask works, software, computer programs and other works of authorship, and like protections, including all software codes, and whether or not the same also constitutes a trade secret, including without limitation all applications or registrations for any of the same and all extensions and renewals thereof, including such items listed on Schedule C hereto;

(iv) trade secrets, know-how, and proprietary business information;

(v) all rights to recover damages for past, current, and future infringement or violation of any of the foregoing;

(vi) all right, title and interest in and to any and all present and future license, sublicense, and use agreements with respect to any of the foregoing; and

(vii) all present and future proceeds, accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that as of the date of this Agreement, (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all issued patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, copyright applications, exclusive copyright licenses, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered or pending registration.

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Collateral Agent with at least 15 days prior written notice thereof, (ii) providing Collateral Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Collateral Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Collateral Agent.

4. This Agreement is being executed and delivered pursuant to the Credit Agreement; nothing herein limits or modifies any of the terms or provisions of the Credit Agreement or any other Loan Document (used herein as defined in the Credit Agreement), and Collateral Agent's and the other Secured Parties' rights hereunder and under the Credit Agreement and the other Loan Documents are cumulative. This Agreement, the Credit Agreement and the other Loan Documents

set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement or any other Loan Document, the provisions of the Credit Agreement or such other Loan Document shall control. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Collateral Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

5. This Agreement may be recorded with the United States Patent and Trademark Office, United States Copyright Office, or any other United States and foreign governmental offices as desired by Collateral Agent and Grantor shall provide all assistance in connection therewith.

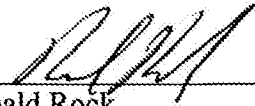
[Remainder of page intentionally left blank. Signature pages follow.]

GRANTORS:

Address of Grantors:

1900 Market St.
Philadelphia, PA 19103
Email: rock@microshare.io

MICROSHARE, INC.,
a Delaware corporation


By: 
Name: Ronald Rock
Title: President & Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

150 South Fifth Street, Suite 2600
Minneapolis, MN 55402
Email: loanagency@srsacquiom.com

ACQUIOM AGENCY SERVICES LLC

By: 
Name: Jennifer Anderson
Title: Director

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/Serial No.</u>
Word mark for EVERSMART	US	Application Number: 90660088 Pending
Point.io, LLC (EM)	EM	Application Number: 18112879 Issued
Microshare, Inc. (CN)	CN	Application Number: 46236228
Word mark for CLEANSAFE	US	Application Number: 90210024 Abandoned/Dead
Image mark for CLEAN=>SAFE	US	Application Number: 90210071 Abandoned/Dead
Word mark for MICROSHARE	US	Application Number: 87331246 Issued
Microshare, Inc. Image mark for stylized M	US	Application Number: 88791368 Pending
Word mark for UNLEASH THE DATA	US	Application Number: 88791402 Pending

Trademark Licenses

None.

Unregistered Trademarks

None.

Domain Names:

None.

SCHEDULE B

Issued Patents and Patent Applications

Registered Owner	Title of Patent	Registration / Application Number	Filing Date
Microshare, Inc. Attorney Ref: MSH- P001-US-01	Policy Fabric And Sharing System For Enabling Multi-Party Data Processing In An IoT Environment	Type: Utility Non- Provisional Application Number: 15/848,807	12/20/2017

Patent Licenses

None.

SCHEDULE C

Registered Copyrights

None.

Pending Copyright Applications

None.

Copyright Licenses, Including Exclusive Copyright Licenses

None.

Unregistered Copyrights

None.