

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BEROE, INC.		11/05/2021	Corporation: NORTH CAROLINA
BEROE HOLDINGS, INC.		11/05/2021	Corporation: NORTH CAROLINA
BEROE CONSULTING INDIA PRIVATE LIMITED		11/05/2021	Private Limited Company: INDIA
BEROE SINGAPORE PTE. LTD.		11/05/2021	Private Limited Company: SINGAPORE
BEROE CONSULTING SOUTH AFRICA PTY LTD.		11/05/2021	Private Company: SOUTH AFRICA
BEROE ADVANTAGE PROCUREMENT B.V.		11/05/2021	Besloten Vennootschap (B.V.): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SG Credit Partners, Inc.		
<b>Street Address:</b>	500 Newport Center Dr.		
<b>Internal Address:</b>	Suite 580		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90792163	SUPPLIER HEALTH CARD	
<b>Serial Number:</b>	90792129	SUPPLIER HEALTH CARD	
<b>Serial Number:</b>	90792105	SUPPLIER PASSPORT	
<b>Serial Number:</b>	90792093	SUPPLIER PASSPORT	
<b>Serial Number:</b>	90683282	BEROE LIVE.AI	
<b>Serial Number:</b>	90683201	BEROE LIVE.AI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$165.00 90792163

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 8007130755  
**Email:** results-uccteam6@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Jessica Hildebrandt
<b>SIGNATURE:</b>	/Jessica Hildebrandt/
<b>DATE SIGNED:</b>	11/12/2021

**Total Attachments: 7**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of November 5, 2021 by Beroe, Inc., a North Carolina corporation ("Beroe"), Beroe Holdings, Inc., a North Carolina corporation ("Holdings"), Beroe Consulting India Private Limited, an entity organized under the laws of India ("India"), Beroe Singapore PTE Ltd., a Singapore private limited company ("Singapore"), Beroe Consulting South Africa Pty Ltd., a South Africa private company ("South Africa"), Beroe Advantage Procurement B.V., a Dutch BV company ("Netherlands", and together with Beroe, Holdings, India, Singapore, and South Africa, individually or collectively, as the context may require, the "Grantor") in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender"):

**W I T N E S S E T H**

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of March 22, 2021 (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BEROE, INC.**

By: Amudhanvel Dhinagaravel  
Name: Amudhanvel Dhinagaravel  
Title: Director

**BEROE HOLDINGS, INC.**

By: Amudhanvel Dhinagaravel  
Name: Amudhanvel Dhinagaravel  
Title: Director

**BEROE CONSULTING INDIA PRIVATE LIMITED**

By: Amudhanvel Dhinagaravel  
Name: Amudhanvel Dhinagaravel  
Title: Director

**BEROE SINGAPORE PTE. LTD.**

By: Amudhanvel Dhinagaravel  
Name: Amudhanvel Dhinagaravel  
Title: Director

**BEROE CONSULTING SOUTH AFRICA PTY LTD.**

By: Amudhanvel Dhinagaravel  
Name: Amudhanvel Dhinagaravel  
Title: Director

**BEROE ADVANTAGE PROCUREMENT B.V.**

By: Amudhanvel Dhinagaravel  
Name: Amudhanvel Dhinagaravel  
Title: Director

Agreed and Accepted  
as of the date first written above:

**SG CREDIT PARTNERS, INC.**

By: 

Name: Marc Cole

Title: Chief Executive Officer

**SCHEDULE 1**

(a) Patents and Patent Licenses

<b>Grantor</b>	<b>Patent</b>	<b>Registration Date</b>	<b>Patent Number</b>
None.			

(b) Trademarks and Trademark Licenses

<b>Grantor</b>	<b>Trademark</b>	<b>Filing Date</b>	<b>Serial Number</b>
Beroe, Inc.	SUPPLIER HEALTH CARD	June 24, 2021	90792163
Beroe, Inc.	SUPPLIER HEALTH CARD	June 24, 2021	90792129
Beroe, Inc.	SUPPLIER PASSPORT	June 24, 2021	90792105
Beroe, Inc.	SUPPLIER PASSPORT	June 24, 2021	90792093
Beroe, Inc.	BEROE LIVE.AI	April 30, 2021	90683282
Beroe, Inc.	BEROE LIVE.AI	April 30, 2021	90683201

(c) Copyrights and Copyright Licenses

<b>Grantor</b>	<b>Copyright</b>	<b>Registration Date</b>	<b>Registration Number</b>
None.			