

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM692004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAI Global Compliance, Inc.		11/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank Australia Limited		
Street Address:	Level 36, Tower 1, International Towers Sydney,		
Internal Address:	100 Barangaroo Avenue		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3869167	COMPLIANCE 360	
Registration Number:	3467131	ETHICAL MOMENTS	
Registration Number:	3533957	VIRTUAL EVIDENCE ROOM	
Registration Number:	5987251	SAI360	
Registration Number:	5987250	SAI360°	
Registration Number:	3939852	COMPLIANCE 360°	
Registration Number:	2441255	INTEGRITY INTERACTIVE	
Registration Number:	2371505	INTEGRITY INTERACTIVE	
Registration Number:	2304737	INTEGRITY INTERACTIVE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 3869167

NAME OF SUBMITTER:	John Shum
SIGNATURE:	/John Shum/
DATE SIGNED:	12/02/2021
Total Attachments: 12 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif source=Trademark#page6.tif source=Trademark#page7.tif source=Trademark#page8.tif source=Trademark#page9.tif source=Trademark#page10.tif source=Trademark#page11.tif source=Trademark#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement"), dated November, 26 2021, is made by each of the entities listed on the signature pages hereto (each, a "**Grantor**") in favor of HSBC Bank Australia Limited (ABN 48 006 434 162) (the "**Secured Party**").

WHEREAS pursuant to the terms of the Facility Agreement dated November, 26 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), by and among SAI Global Holdings I (Australia) Pty Limited (ACN 615 021 479) (the "**Borrower**"), the entities listed in Part I of Schedule 1 therein as original guarantors (together with the Borrower, the "**Original Guarantors**"), and the Secured Party, the lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the General Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor and the Secured Party, Grantor has granted to the Secured Party a security interest and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral, including the Intellectual Property Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Money including the obligations of the Borrower under the Facility Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loans to the Borrower under the Facility Agreement that Grantor shall have executed and delivered this Intellectual Property Security Agreement to the Secured Party;

WHEREAS, with respect to its Copyrights and Copyright Licenses, Grantor agrees to execute or otherwise authenticate this Intellectual Property Security Agreement for recording the Security Interest granted to the Secured Party under the Security Agreement in such Copyrights and Copyright Licenses with the United States Copyright Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Copyrights and Copyright Licenses;

WHEREAS, with respect to its Patents and Patent Licenses, Grantor agrees to execute or otherwise authenticate this Intellectual Property Security Agreement for recording the Security Interest granted to the Secured Party under the Security Agreement in such Patents and Patent Licenses with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Patents and Patent Licenses; and

WHEREAS, with respect to its Trademarks and Trademark Licenses, Grantor agrees to execute or otherwise authenticate this Intellectual Property Security Agreement for recording the Security Interest granted to the Secured Party under the Security Agreement in such Trademarks and Trademark Licenses with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Trademarks and Trademark Licenses.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Facility Agreement and to induce the Secured Party to make their extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Secured Party, as follows:

- (a) **Defined Terms.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.
- (b) **Grant of Security.** Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in and to, whether owned or existing or hereafter acquired or arising and wherever located, (i) the Copyrights set forth in Schedule I hereto, (ii) the Patents set forth in Schedule II hereto, (iii) the Trademarks set forth in Schedule III hereto (iv) all renewals and extensions of the foregoing, (v) all goodwill of


the business connected with the use of, and symbolized by, such Copyrights, Patents or Trademarks and (vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "Intellectual Property Collateral").

- (c) **Security for Obligations.** The grant of a security interest in the Intellectual Property Collateral by Grantor under this Intellectual Property Security Agreement secures the payment of all amounts that constitute part of the Secured Money and would be owed to the Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.
- (d) **Recordation.** Grantor hereby authorizes and requests that the Register for Copyrights, Commissioner for Trademarks, Commissioner for Patents and any other applicable governmental officer located in the United States or elsewhere record this Intellectual Property Security Agreement.
- (e) **Grants, Rights and Remedies.** This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Intellectual Property Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- (f) **Amendments in Writing.** None of the terms or provisions of this Intellectual Property Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Secured Party, the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the Facility Agreement; provided that any provision of this Intellectual Property Security Agreement imposing obligations on any Grantor may be waived by the Secured Party in a written instrument executed thereby.
- (g) **Notices.** All notices, requests and demands pursuant hereto shall be made in accordance with Clause 32 of the Facility Agreement.
- (h) **Successors and Assigns.** The provisions of this Intellectual Property Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Grantor may not assign, transfer or delegate any of its rights or obligations under this Intellectual Property Security Agreement without the prior written consent of the Secured Party except pursuant to a transaction permitted by the Facility Agreement.
- (i) **Counterparts.** This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Intellectual Property Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

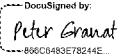
- (j) **Severability.** Any provision of this Intellectual Property Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (k) **Governing Law.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, Grantor and the Secured Party have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

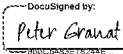
SAI Global CIS US GP, as Grantor

By: 
Name: Peter Granat
Title: Director

SAI Global Compliance, Inc., as Grantor

By: 
Name: Peter Granat
Title: Director

BWise Internal Control, Inc., as Grantor

By: 
Name: Peter Granat
Title: Director

Accepted and Agreed:

SIGNED for HSBC BANK AUSTRALIA)
LIMITED under power of attorney in the)
presence of:)

DocuSigned by:)
Samin Sekandar)
.....923090A6E5A4492.....)

Signature of witness)

Samin Sekandar)
.....)

Name of witness (block letters))

DocuSigned by:)
David Antolik)
.....CDEE6646ED4469.....)

Signature of attorney)

David Antolik)
.....)

Name of attorney (block letters))

Head of Structured)
Banking.....)

Title of attorney)

Schedule 1: Copyright & Copyright Licenses

Part A: Copyrights

Grantor/Country	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number
1.				
2.				
3.				

Part B: Copyright Licenses

Copyright	Licensor	Licensee	Effective Date/Expiration Date	Country
1.				
2.				
3.				

Schedule 2: Patent Licenses & Patents

Part A: Patents

Grantor/Country	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
1.				
2.				
3.				

Part B: Exclusive Patent Licenses

Patent	Licensor	Licensee	Effective Date/Expiration Date	Country
1.				
2.				
3.				

Schedule 3: Trademarks and Trade Licenses

Part A: Trademarks

	Trademark	Registration No.	Serial No.	Registered Owner/Grantor Country
1.	COMPLIANCE 360	3,869,167	77-795,696	SAI Global Compliance, Inc./USA
2.	ETHICAL MOMENTS	3,467,131	77-335,076	SAI Global Compliance, Inc./USA
3.	VIRTUAL EVIDENCE ROOM	3,533,957	77-447,091	SAI Global Compliance, Inc./USA
4.	SAI360	5,987,251	87-853,258	SAI Global Compliance, Inc./USA
5.	SAI360 ⁰	5,987,250	87-853,249	SAI Global Compliance, Inc./USA
6.	COMPLIANCE 360 ⁰	3,939,852	77-966,695	SAI Global Compliance, Inc./USA
7.	INTEGRITY INTERACTIVE	2,441,255	75-423,757	SAI Global Compliance, Inc./USA
8.	INTEGRITY INTERACTIVE	2,371,505	75-423,758	SAI Global Compliance, Inc./USA
9.	INTEGRITY INTERACTIVE	2,304,737	75-423,759	SAI Global Compliance, Inc./USA

Part B: Exclusive Trademark Licenses

Trademark	Licensor	Licensee	Effective Date/Expiration Date	Country
1.				

2.				
3.				

A

	Trademark	Registration No.	Serial No.	Registered Owner/Grantor Country
1.	COMPLIANCE 360	3,869,167	77-795,696	SAI Global Compliance, Inc./USA
2.	ETHICAL MOMENTS	3,467,131	77-335,076	SAI Global Compliance, Inc./USA
3.	VIRTUAL EVIDENCE ROOM	3,533,957	77-447,091	SAI Global Compliance, Inc./USA
4.	SAI360	5,987,251	87-853,258	SAI Global Compliance, Inc./USA
5.	SAI360 ⁰	5,987,250	87-853,249	SAI Global Compliance, Inc./USA
6.	COMPLIANCE 360 ⁰	3,939,852	77-966,695	SAI Global Compliance, Inc./USA
7.	INTEGRITY INTERACTIVE	,1, ,	SA Goa	oane, nSA
8.	INTEGRITY INTERACTIVE	2,371,505	75-423,758	SAI Global Compliance, Inc./USA
9.	INTEGRITY INTERACTIVE	2,304,737	75-423,759	SAI Global Compliance, Inc./USA