

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NETSTOCK HOLDINGS, INC.		12/02/2021	Corporation: DELAWARE
NETSTOCK Operating, LLC		12/02/2021	Limited Liability Company: DELAWARE
Netstock USA, LLC		12/02/2021	Limited Liability Company: COLORADO
Demand Works, LLC		12/02/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank, as Administrative Agent
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	6467727	N NETSTOCK MAKE BETTER INVENTORY DECISIO
<b>Registration Number:</b>	5295034	DEMAND WORKS
<b>Registration Number:</b>	4034327	PIVOT MAPS
<b>Registration Number:</b>	3871533	PIVOT PLANNING
<b>Registration Number:</b>	3434690	PIVOT FORECASTING
<b>Registration Number:</b>	3434689	SMOOTHIE

## 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.

TRADEMARK

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1543764 TM
<b>NAME OF SUBMITTER:</b>	DIANE GIACOMOZZI
<b>SIGNATURE:</b>	/DIANE GIACOMOZZI/
<b>DATE SIGNED:</b>	12/02/2021
<b>Total Attachments: 8</b> source=Netstock Execution Version IPSA#page1.tif source=Netstock Execution Version IPSA#page2.tif source=Netstock Execution Version IPSA#page3.tif source=Netstock Execution Version IPSA#page4.tif source=Netstock Execution Version IPSA#page5.tif source=Netstock Execution Version IPSA#page6.tif source=Netstock Execution Version IPSA#page7.tif source=Netstock Execution Version IPSA#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“*Agreement*”) is entered into as of December 2, 2021 by and between each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”), and **SILICON VALLEY BANK**, as administrative agent for the Lenders (as defined below) (in such capacity, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the “*Loans*”) to **NETSTOCK OPERATING, LLC**, a Delaware limited liability company (“*Borrower*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among, Borrower, **NETSTOCK HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantors have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and any Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Holdings and the other Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent, for the benefit of the Secured Parties, a security

interest in all of Grantor's right, title and interest in, to and under its Intellectual Property constituting 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, 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 Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Remainder of Page Left Intentionally Blank]

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

**GRANTORS:**


**NETSTOCK HOLDINGS, INC.**

By:   
Name: Paul Allerhand  
Title: Chief Financial Officer


**NETSTOCK OPERATING, LLC**

By:   
Name: Paul Allerhand  
Title: Chief Financial Officer

**NETSTOCK USA, LLC**


By:   
Name: Paul Allerhand  
Title: Manager

**DEMAND WORKS, LLC**

By:   
Name: Paul Allerhand  
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By:   
Name: Connor Potvin  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights of NETSTOCK HOLDINGS, Inc.

None.

Registered Copyrights of NETSTOCK Operating, LLC

None.

Registered Copyrights of NetStock USA, LLC

None.

Registered Copyrights of Demand Works, LLC

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

**EXHIBIT B**

**PATENTS**

Issued Patents of NETSTOCK HOLDINGS, Inc.

None.

Issued Patents of NETSTOCK Operating, LLC

None.

Issued Patents of NetStock USA, LLC

None.

Issued Patents of Demand Works, LLC

None.

Pending Patent Applications of NETSTOCK HOLDINGS, Inc.

None.

Pending Patent Applications of NETSTOCK Operating, LLC

None.

Pending Patent Applications of NetStock USA, LLC

None.

Pending Patent Applications of Demand Works, LLC

None.



**EXHIBIT C**

**TRADEMARKS**


Registered Trademarks of NETSTOCK HOLDINGS, Inc.

None.

Registered Trademarks of NETSTOCK Operating, LLC

None.

Registered Trademarks of NetStock USA, LLC

Registration No.	Registration Date	Applicant	Mark
6467727	8/31/2021	NetStock USA, LLC	

Registered Trademarks of Demand Works, LLC

Registration No.	Registration Date	Applicant	Mark
5295034	09/26/2017	Demand Works, LLC	<u>DEMAND WORKS</u>
4034327	10/04/2011	Demand Works, LLC	<u>PIVOT MAPS</u>
3871533	11/02/2010	Demand Works, LLC	<u>PIVOT PLANNING</u>
3434690	05/27/2008	Demand Works, LLC	<u>PIVOT FORECASTING</u>
3434689	05/27/2008	Demand Works, LLC	<u>SMOOTHIE</u>

Pending Trademark Applications of NETSTOCK HOLDINGS, Inc.

None.

Pending Trademark Applications of NETSTOCK Operating, LLC

None.

Pending Trademark Applications of NetStock USA, LLC

None.

Pending Trademark Applications of Demand Works, LLC

None.