

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINGBUK, INC.		12/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 SOUTH LASALLE STREET		
Internal Address:	SUITE 400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANKING CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6458802	SPRINGBUK HEALTH INTELLIGENCE	
Registration Number:	4608873	SPRINGBUK	
Registration Number:	3862287	HEALTHIEST EMPLOYERS	
Serial Number:	90548491	PREVENT DISEASE WITH DATA	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	249023.000041		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	12/23/2021		

CH \$115.00 6458802

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 22, 2021 by and between CIBC BANK USA, an Illinois banking corporation ("Lender"), and SPRINGBUK, INC., a Delaware corporation ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among Grantor, the other borrowers party thereto, and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, including the Collateral listed on Exhibits A, B and C hereto (the "Intellectual Property 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:

1. To further secure Grantor's obligations under the Loan Agreement, Grantor hereby grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, 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.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

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

Address of Grantor:

525 S Meridian St.
Suite 1E4
Indianapolis, IN 46225
Attn: James Norris, Chief Financial Officer
Telephone: (765) 618-6187
email: jnorris@springbuk.com

GRANTOR:

SPRINGBUK, INC.

By: 
Name: James Norris
Title: Chief Financial Officer

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Andrew Schwartz
Telephone: (312) 564-3826
email: andrew.schwartz@cibc.com

LENDER:

CIBC BANK USA

By: _____
Name: Andrew Schwartz
Title: Managing Director

SPRINGBUK, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007519 FRAME: 0535

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Address of Grantor:

525 S Meridian St.
Suite 1E4
Indianapolis, IN 46225
Attn: James Norris, Chief Financial Officer
Telephone: (765) 618-6187
email: jnorris@springbuk.com

GRANTOR:

SPRINGBUK, INC.

By: _____
Name: James Norris
Title: Chief Financial Officer

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Andrew Schwartz
Telephone: (312) 564-3826
email: andrew.schwartz@cibc.com

LENDER:

CIBC BANK USA

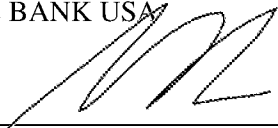
By:  _____
Name: Andrew Schwartz
Title: Managing Director

EXHIBIT A

Copyrights

No.	Description	Registration Number	Application Number
1.	None		

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number
1.	None		

EXHIBIT C

Trademarks

No.	Description	Serial Number	Registration Number	Registration Date
1.	SPRINGBUK HEALTH INTELLIGENCE		6,458,802	08/24/2021
2.	SPRINGBUK		4,608,873	09/23/2014
3.	HEALTHIEST EMPLOYERS		3,862,287	10/12/2010
4.	PREVENT DISEASE WITH DATA	90/548,491		02/26/2021