

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM695636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coalition, Inc.		12/17/2021	Corporation: DELAWARE
COALITION INSURANCE SOLUTIONS, INC.		12/17/2021	Corporation: CALIFORNIA
COALITION INCIDENT RESPONSE, INC.		12/17/2021	Corporation: DELAWARE
ATTUNE HOLDINGS, LLC		12/17/2021	Limited Liability Company: DELAWARE
ATTUNE INSURANCE SERVICES, LLC		12/17/2021	Limited Liability Company: DELAWARE
PALEKANA SOLUTIONS HOLDINGS, INC.		12/17/2021	Corporation: HAWAII

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST (LONDON) LIMITED, AS COLLATERAL AGENT
Street Address:	Third Floor, 1 King's Arms Yard
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5551744	COALITION
Registration Number:	5552021	C
Registration Number:	5552022	C
Registration Number:	5571742	CYBER RISK, SOLVED
Serial Number:	90475408	RISK NEVER SLEEPS
Serial Number:	88733179	ATTUNE
Serial Number:	88733186	
Registration Number:	5783361	
Registration Number:	5777326	ATTUNE

CORRESPONDENCE DATA

TRADEMARK

REEL: 007533 FRAME: 0731

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1552410 TM
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NAME OF SUBMITTER:	Andrew Nash
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SIGNATURE:	/Andrew Nash/
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DATE SIGNED:	12/17/2021
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 17, 2021 by and among (a) WILMINGTON TRUST (LONDON) LIMITED, in its capacity as administrative agent and collateral agent on behalf of the Lenders (as defined in the Loan Agreement, defined below) (in such capacity, "Agent"), and (b) COALITION, INC., a Delaware corporation ("Parent"), (c) COALITION INSURANCE SOLUTIONS, INC., a California corporation ("Solutions US"), (d) COALITION INCIDENT RESPONSE, INC., a Delaware corporation ("Incident US"), (e) ATTUNE HOLDINGS, LLC, a Delaware limited liability company ("Attune Holdings"), (f) ATTUNE INSURANCE SERVICES, LLC, a Delaware limited liability company ("Attune Insurance"), and (g) PALEKANA SOLUTIONS HOLDINGS, INC., a Hawaii corporation (together with Parent, Solutions US, Incident US, Attune Holdings, and Attune Insurance, individually and collectively, jointly and severally, "Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, Lenders and Grantor dated as of December 17, 2021 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Agent and the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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.

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:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Agent and the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, 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 without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Agent Protections. In connection with this Agreement, the Agent shall be afforded all if its rights, protections, immunities and indemnities afforded to the Agent in the Loan Agreement as if such rights, protections, immunities and indemnities were set forth in full therein, mutatis mutandis.

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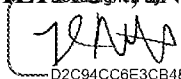
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

1160 Battery Street, Ste 350
San Francisco, CA 94111
Attn: Joshua Motta

GRANTOR:

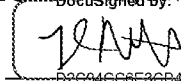
COALITION INC.

By:  _____
D2C94CC6E3CB480...

Name: Joshua Motta

Title: Chief Executive Officer

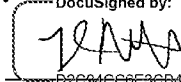
**COALITION INSURANCE
SOLUTIONS, INC.**

By:  _____
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Name: Joshua Motta

Title: President and Secretary

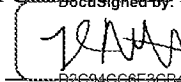
**COALITION INCIDENT RESPONSE,
INC.**

By:  _____
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Name: Joshua Motta

Title: President, Chief Executive Officer and
Secretary

ATTUNE HOLDINGS, LLC

By:  _____
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Name: Joshua Motta

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

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.

GRANTOR:

ATTUNE INSURANCE SERVICES, LLC

DocuSigned by:
By: James Hobson
7F581B4F8F8F548E

Name: James Hobson

Title: Chief Executive Officer

PALEKANA SOLUTIONS HOLDINGS, INC.

DocuSigned by:
By: [Signature]
D2C94CC8F3CB480

Name: Joshua Motta

Title: President

[Signature Page to Intellectual Property Security Agreement]

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.

AGENT:

WILMINGTON TRUST (LONDON) LIMITED

By:  _____
Name: Antony Girling
Title: Vice President

ADDRESS:

Wilmington Trust (London) Limited
Third Floor, 1 King's Arms Yard
London EC2R 7AF
Attn: Lisa Mariconda
Email: lmariconda@wilmingtontrust.com

[Signature Page to Intellectual Property Security Agreement]