

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEIPAL CORP.		01/06/2022	Corporation: DELAWARE
PROCUREWISE CORP.		01/06/2022	Corporation: DELAWARE
ZONIAK SOFTWARE, LLC		01/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	199 Bay Street, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4878682	CEIPAL	
Serial Number:	90150137	TEXTTOHIRE	
Serial Number:	90150069	PROCUREWISE	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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:	6508435780		
Email:	kceron@cooley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1130		
ATTORNEY DOCKET NUMBER:	313569.191		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	01/10/2022		

CH \$90.00 4878682

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of January 6, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and each of the undersigned Grantors (collectively “**Grantors**”, and each, a “**Grantor**”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantors and Bank hereby agree:

1. To secure the Obligations, each Grantor grants Bank a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

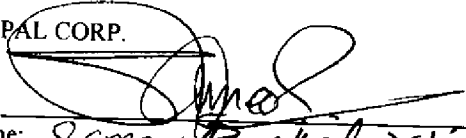
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:


687 Lee Rd., Suite 208A
Rochester, NY 14606
Attention: Chief Operating Officer

GRANTORS:


CEIPAL CORP.

By: 
Name: Samer Fena Kalaf
Title: CEO

ZONIAN SOFTWARE LLC

By: 
Name: Samer Fena Kalaf
Title: CEO

PROCUREWISE CORP.

By: 
Name: Samer Fena Kalaf
Title: CEO

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Attention: Amy Olah; Patrick Klos

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantors:

687 Lee Rd., Suite 208A
Rochester, NY 14606
Attention: Chief Operating Officer

GRANTORS:

CEIPAL CORP.

By: _____
Name: _____
Title: _____

ZONIAC SOFTWARE, LLC

By: _____
Name: _____
Title: _____

PROCUREWISE CORP.

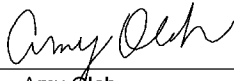
By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2
Attention: Attention: Amy Olah; Patrick Klos

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Amy Olah
Title: Managing Director

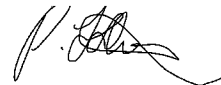

By: _____
Name: Patrick Klos
Title: Associate

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

<u>GRANTOR</u>	<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
Ceipal Corp.	CEIPAL	4878682	12/29/2015
Ceipal Corp.	TEXTTOHIRE	90150137	8/31/2020
ProcureWise Corp.	PROCUREWISE	90150069	8/31/2020