

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RISE BUILDINGS, LLC		01/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	199 Bay Street, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6393416	ELEVATE YOUR PROPERTY	
Registration Number:	5770944	R	
Registration Number:	5641061	RISE BUILDINGS	
Registration Number:	5978807	RISE BUILDINGS	
Registration Number:	5641060	RISE PASS	
Registration Number:	5641059	RISE LIVING	
Registration Number:	5641058	RISE OFFICE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1571559		
NAME OF SUBMITTER:	Andrew Nash		

OP \$190.00 6393416

SIGNATURE:	/Andrew Nash/
DATE SIGNED:	01/10/2022
Total Attachments: 6 source=CIBC_View the Space - IP Security Agreement (Rise Buildings) (EXECUTION VERSION)#page1.tif source=CIBC_View the Space - IP Security Agreement (Rise Buildings) (EXECUTION VERSION)#page2.tif source=CIBC_View the Space - IP Security Agreement (Rise Buildings) (EXECUTION VERSION)#page3.tif source=CIBC_View the Space - IP Security Agreement (Rise Buildings) (EXECUTION VERSION)#page4.tif source=CIBC_View the Space - IP Security Agreement (Rise Buildings) (EXECUTION VERSION)#page5.tif source=CIBC_View the Space - IP Security Agreement (Rise Buildings) (EXECUTION VERSION)#page6.tif	

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 10, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (in its capacity as Agent under the below referenced Loan Agreement, “**Bank**”) and RISE BUILDINGS, LLC, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. WHEREAS, Bank and Grantor, together with the other Loan Parties and the Lenders party thereto, are entering into a Revolving Credit, Term Loan and Security Agreement, dated as of even 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. WHEREAS, the Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. WHEREAS, Grantor’s 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, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of 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. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which 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 an Other 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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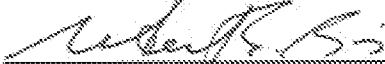
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

119 W 40th St, Fl 10
New York, NY 10018
Attention: CFO/Legal
Email: bob.bies@vts.com
evan.dean@vts.com

GRANTOR:

RISE BUILDINGS, LLC

By: 

Name: Robert Bies
Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario M5L 1A2
Attention: Caroline Tkatschow
Email: caroline.tkatschow@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Caroline Tkatschow
Title: Authorized Signatory

and

Canadian Imperial Bank of Commerce
Infrastructure/Technology, Infrastructure and Innovation
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2
Attention: Global Agent Administration Services
Email: digo-agency@cibc.com

By: _____
Name: Imran Premji
Title: Authorized Signatory

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

Address of Grantor:

119 W 40th St, Fl 10
New York, NY 10018
Attention: CFO/Legal
Email: bob.bies@vts.com
evan.dean@vts.com

GRANTOR:

RISE BUILDINGS, LLC

By: _____
Name: Robert Bies
Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario M5L 1A2
Attention: Caroline Tkatschow
Email: caroline.tkatschow@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Caroline Tkatschow
Name: Caroline Tkatschow
Title: Authorized Signatory

and

Canadian Imperial Bank of Commerce
Infrastructure/Technology, Infrastructure and Innovation
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2
Attention: Global Agent Administration Services
Email: dlgo-agency@cibc.com

By: Imran Premji
Name: Imran Premji
Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

Copyrights / Copyright Application	Copyright Number/ Application Number	Issue Date / Application Date
N/A		

EXHIBIT B

PATENTS

Description	Application / Patent Number	Issue Date / Application Date
Systems and Methods for Location-Based Application Management	16919850 / 20200367012	11/19/2020 / 7/2/2020
Systems and Methods for Location-Based Application Management	16143086 / 20190098446	9/26/2018 / 3/28/2019

EXHIBIT C

TRADEMARKS

Description	Registration/Serial Number	Registration/Application Date
ELEVATE YOUR PROPERTY	6393416 / 90087420	6/22/2021 / 8/1/2020
R	5770944 / 87849919	6/4/2019 / 3/26/2018
RISE BUILDINGS	5641061 / 87849918	1/1/2019 / 3/26/2018
RISE BUILDINGS	5978807 / 87849911	2/4/2020 / 3/26/2018
RISE PASS	5641060 / 87849907	1/1/2019 / 3/26/2018
RISE LIVING	5641059 / 87849903	1/1/2019 / 3/26/2018
RISE OFFICE	5641058 / 87849895	1/1/2019 / 3/26/2018