

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
34ED, LLC		01/12/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
Internal Address:	Attn: Legal Department		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90056318	CONTACTALERT	
Serial Number:	90022169	PUSH BUTTON. HELP COMES.	
Serial Number:	88716208	STAFFALERT	
Serial Number:	88716133	EVERY. SECOND. MATTERS.	
Serial Number:	88716113	CENTEGIX EVERY. SECOND. MATTERS.	
Serial Number:	88716091		
Serial Number:	88716081	CENTEGIX	
Serial Number:	88716150	CRISISALERT	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	655 West Broadway		
Address Line 2:	Hillary Kooy		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	75123.108		

OP \$215.00 90056318

NAME OF SUBMITTER:	Hillary Kooy
SIGNATURE:	/Hillary Kooy/
DATE SIGNED:	01/12/2022
Total Attachments: 6 source=02. Bridge Bank - Centegix - Intellectual Property Security Agreement [Executed] (1.2022)#page1.tif source=02. Bridge Bank - Centegix - Intellectual Property Security Agreement [Executed] (1.2022)#page2.tif source=02. Bridge Bank - Centegix - Intellectual Property Security Agreement [Executed] (1.2022)#page3.tif source=02. Bridge Bank - Centegix - Intellectual Property Security Agreement [Executed] (1.2022)#page4.tif source=02. Bridge Bank - Centegix - Intellectual Property Security Agreement [Executed] (1.2022)#page5.tif source=02. Bridge Bank - Centegix - Intellectual Property Security Agreement [Executed] (1.2022)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 12, 2022 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **34ED, LLC**, a Delaware limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of January 12, 2022 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest, pursuant to the Loan Agreement, in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) the copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof listed on **Exhibit A** hereto;

(b) the 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 the Grantor connected with and symbolized by such trademarks listed on **Exhibit B** hereto; and

(c) the patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same listed on **Exhibit C** hereto.

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Intellectual Property Collateral with the United States Patent and Trademark Office and/or Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender for its benefit under the Loan Agreement. The Loan Agreement shall remain in full force and effect in accordance with its terms.

The rights and remedies of Lender with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including every right, power or remedy of Lender provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

[Signature Page Follows]

more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

34ED, LLC,
a Delaware limited liability company

By: Roy Fields

Name: Roy Fields

Title: CEO

Address for Notices:

Attn: Roy Fields; Sam Smith
c/o 34ED, LLC
c/o Gauge Capital
1256 Main Street, Suite 256
Southlake, TX 76092
Email: rfields@centegix.com;
ssmith@gaugecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Legal Department
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: rick.lamoreux@bridgebank.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

34ED, LLC,
a Delaware limited liability company

By: _____


Name: _____

Title: _____

Address for Notices:
Attn: Roy Fields; Sam Smith
c/o 34ED, LLC
c/o Gauge Capital
1256 Main Street, Suite 256
Southlake, TX 76092
Email: rfields@centegix.com;
ssmith@gaugecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Rick Lamoreux

Title: Senior Director

Address for Notices:
Attn: Legal Department
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: rick.lamoreux@bridgebank.com