

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moogsoft (Herd) Inc.		01/19/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stifel Bank		
<b>Street Address:</b>	8000 Maryland Avenue		
<b>City:</b>	Clayton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6165131	MOOGSOFT ENTERPRISE	
<b>Registration Number:</b>	6020440	MOOGSOFT EXPRESS	
<b>Registration Number:</b>	6126237	MOOGSOFT	
<b>Registration Number:</b>	5887422	AIOPS EXCHANGE	
<b>Registration Number:</b>	5771464	MOOGSOFT OBSERVE	
<b>Registration Number:</b>	5360489	SITUATION ROOM	
<b>Registration Number:</b>	5333476	MOOGSOFT AIOPS	
<b>Registration Number:</b>	5313668		
<b>Registration Number:</b>	5305366	MOOGSOFT	
<b>Registration Number:</b>	5177560	MOOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>			
<b>Phone:</b>	9198382034		
<b>Email:</b>	pkarmire@smithlaw.com		
<b>Correspondent Name:</b>	Perky L Karmire / Smith Anderson Law		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, UNITED STATES 27601		

CH \$265.00 6165131

<b>NAME OF SUBMITTER:</b>	Perky L. Karmire
<b>SIGNATURE:</b>	/s/ Perky L Karmire
<b>DATE SIGNED:</b>	01/23/2022
<b>Total Attachments: 6</b> source=Stifel - Moogsoft (Herd) Inc. - IPSA (signed) 9809545_1#page1.tif source=Stifel - Moogsoft (Herd) Inc. - IPSA (signed) 9809545_1#page2.tif source=Stifel - Moogsoft (Herd) Inc. - IPSA (signed) 9809545_1#page3.tif source=Stifel - Moogsoft (Herd) Inc. - IPSA (signed) 9809545_1#page4.tif source=Stifel - Moogsoft (Herd) Inc. - IPSA (signed) 9809545_1#page5.tif source=Stifel - Moogsoft (Herd) Inc. - IPSA (signed) 9809545_1#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 19, 2022 by and between STIFEL BANK ("Bank") and MOOGSOFT (HERD) INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor's subsidiary, Moogsoft Inc. (the "Loans"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto dated on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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 of Grantor:

1160 Battery Street East, 1<sup>st</sup> Floor  
San Francisco, CA 94111

Attn: Olivia Lin

GRANTOR:

MOOGSOFT (HERD) INC.

By: 

Name: Phil Tee

Title: Chief Executive Officer

Address of Bank:

787 Seventh Avenue, 11th Floor  
New York, New York 10019

Attn: Nat Stone

BANK:

STIFEL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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:

Address of Grantor:

1160 Battery Street East, 1<sup>st</sup> Floor  
San Francisco, CA 94111  
Attn: \_\_\_\_\_

MOOGSOFT (HERD) INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

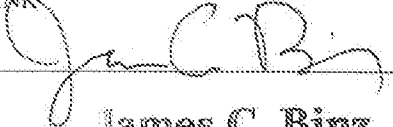
Title: \_\_\_\_\_

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor  
New York, New York 10019  
Attn: Nat Stone

STIFEL BANK

By:  \_\_\_\_\_

Name: James C. Binz

Title: \_\_\_\_\_

Executive Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007565 FRAME: 0645**

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description



Patent/App. No.

File Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>Issue Date</u>
MOOGSOFT ENTERPRISE	6165131	9/29/2020
MOOGSOFT EXPRESS	6020440	3/24/2020
moogsoft	6126237	8/11/2020
AIOPS EXCHANGE	5887422	10/15/2019
MOOGSOFT OBSERVE	5771464	6/04/2019
SITUATION ROOM	5360489	12/19/2017
MOOGSOFT AIOPS	5333476	11/14/2017
 (Illustration)	5313668	10/17/2017
MOOGSOFT	5305366	10/10/2017
	5177560	4/04/2017