

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KOGNITIV CORPORATION		01/31/2022	Corporation: ONTARIO
KOGNITIV (US) CORPORATION		01/31/2022	Corporation: DELAWARE
8844747 CANADA INC.		01/31/2022	Corporation: CANADA
8742995 CANADA INC.		01/31/2022	Corporation: CANADA
KOGNITIV GLOBAL CORPORATION		01/31/2022	Corporation: ONTARIO
LOYALTY SOLUTIONS CANADA INC.		01/31/2022	Corporation: CANADA
KOGNITIV US LLC		01/31/2022	Limited Liability Company: DELAWARE
SMART BUTTON ASSOCIATES LLC		01/31/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive, HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	6098507	KOGNITIV
<b>Registration Number:</b>	5911522	COLLABORATIVE DISTRIBUTION
<b>Registration Number:</b>	5207352	KOGNITIV
<b>Registration Number:</b>	4129477	REGATTA
<b>Serial Number:</b>	87223894	ROOMKNIGHTS
<b>Serial Number:</b>	78082950	SPORTTRAK

## CORRESPONDENCE DATA

Fax Number:

OP \$165.00 6098507

**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

<b>ATTORNEY DOCKET NUMBER:</b>	1581680 TM
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas
<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	02/01/2022

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of January 31, 2022 by and between **SILICON VALLEY BANK**, an authorized foreign bank under the *Bank Act* (Canada) (“**Bank**”) and each of (i) **KOGNITIV CORPORATION**, a corporation incorporated under the laws of the Province of Ontario, (ii) **KOGNITIV (US) CORPORATION**, a corporation incorporated under the laws of the State of Delaware, (iii) **8844747 CANADA INC.**, a corporation incorporated under the federal laws of Canada (iv) **8742995 CANADA INC.**, a corporation incorporated under the federal laws of Canada, (v) **KOGNITIV GLOBAL CORPORATION**, a corporation incorporated under the laws of the Province of Ontario, (vi) **LOYALTY SOLUTIONS CANADA INC.**, a corporation organized under the federal laws of Canada, (vii) **KOGNITIV US LLC**, a Delaware limited liability company, and (viii) **SMART BUTTON ASSOCIATES LLC**, a Delaware limited liability company (collectively, “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the Effective Date (as 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). Bank is willing to make certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to 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 (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, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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 Province of Ontario, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

[Signature page follows.]

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:**

**KOGNITIV CORPORATION**

By: DocuSigned by:  
*Julia Wehmeyer*  
5785958D76974C1

Name: Julia Wehmeyer

Title: Chief Financial Officer

**KOGNITIV (US) CORPORATION**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB

Name: Matthew Rosen

Title: President, Secretary

**8844747 CANADA INC.**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB

Name: Matthew Rosen

Title: Director & Secretary

**8742995 CANADA INC.**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB

Name: Matthew Rosen

Title: Director & Secretary

**KOGNITIV GLOBAL CORPORATION**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB

Name: Matthew Rosen

Title: Director & Secretary

**LOYALTY SOLUTIONS CANADA INC.**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB...

Name: Matthew Rosen

Title: Director & Secretary

**KOGNITIV US LLC**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB...

Name: Matthew Rosen

Title: Secretary

**SMART BUTTON ASSOCIATES LLC**

By: DocuSigned by:  
*Matthew Rosen*  
BCEA43AE3C144EB...

Name: Matthew Rosen

Title: Secretary

**BANK:**

**SILICON VALLEY BANK**

By: DocuSigned by:  
*Karim Mashnuk*  
112BA4C8C7C2462

Name: Karim Mashnuk

Title: Vice President

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

Demeure Operating Company Ltd. (a prior name of Kognitiv (US) Corporation)

	<b>Title</b>	<b>Application #</b>	<b>Registration #</b>
1	<b>SYSTEM AND METHOD FOR MANAGING A VACATION PROPERTY EXCHANGE NETWORK</b>	13864158	20130275252

EXHIBIT C

## Trademarks

8742995 Canada Inc.

	Mark	Application #	Registration #
1	YOU GOTTA SEE THIS WORLD!	1689811	1048805
2	TRAVEL NATION CANADA	1670810	903552
3	PRICE WIZARD	1700317	1061205
4	TRAVEL WIZARD	1700318	1061197
5	 travel nation canada.com	1703702	938856
6	 travel nation canada	1707552	931003
7	TRAVEL NATION	1670806	903549

Kognitiv Corporation

	Mark	Application #	Registration #
1	KOGNITIV	1859880	1070724
2	COLLABORATIVE DISTRIBUTION	1818205	1027954
3	KOGNITIV	1765429	960208
4	KOGNITIV	1765429	6098507
5	COLLABORATIVE DISTRIBUTION	1818205	5911522
6	ROOMKNIGHTS	1807446	
7	KOGNITIV	1765429	5207352

KOGNITIV (US) CORPORATION

	Mark	Application #	Registration #
1	REGATTA	1536057	834071
2	REGATTA		4129477

**Demeure Operating Company Ltd. (a prior name of Kognitiv (US) Corporation)**

	Mark	Application #	Registration #
1	LIVE THE WORLD	1441093	790060

**Loyalty Solutions Canada Inc.**

	Mark	Application #	Registration #
1	VOYAGE OPTIPASSE	1484017	812022
2	TRAVEL OPTIPASS	1484016	811831
3	DIGITAL ASSET PROTECTOR	1403050	814908
4	MCERTS	1417717	810749
5	READY REWARDS	1376600	746219
6	THREE STAR	0455185	266047
7	REGAL	0284292	139611
8	RELATIONSHIP REWARDS	1147071	598097

**Smart Button Associates, Inc.**

	Mark	Application #	Registration #
1	SPORTTRAK		

EXHIBIT D

Mask Works

None.

ny-2325607