

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vewd Software AS		02/16/2022	Limited Liability Company: NORWAY
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6161070	VEWD	
Registration Number:	6161071	VEWD	
Registration Number:	6161072	VEWD	
Registration Number:	6187535	VEWD	
Registration Number:	6156015	VEWD	
Registration Number:	6156016	VEWD	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/17/2022		

CH \$165.00 6161070

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 16, 2022 by and between Vewd Software AS (the "**Grantor**") and Wilmington Trust, National Association as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

RECITALS

- (A) The Issuer, the Company, the subsidiary guarantors party thereto, the financial institutions party thereto as Noteholders (each individually referred to as a "**Noteholder**" and collectively as "**Noteholders**") and Wilmington Trust, National Association, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and as Collateral Agent have entered into the Loan Note Issuance Agreement dated as of February 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Issuance Agreement**").
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of February 16, 2022, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Note Issuance Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Note Issuance Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to the Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to the Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

- (d) all Intellectual Property Licenses to which the Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.


Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING Error! Reference source not found.-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its respective officers or representatives thereunto duly authorized as of the date first written above.

VEWD SOFTWARE AS
as Grantor

By 
Name: Aneesh Rajaram
Title: Chief Executive Officer and Board Member

ACCEPTED AND AGREED:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By _____
Name:
Title:

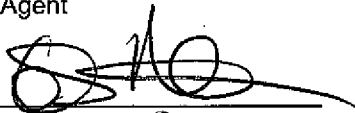
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its respective officers or representatives thereunto duly authorized as of the date first written above.

VEWD SOFTWARE AS
as Grantor

By _____
Name:
Title:

ACCEPTED AND AGREED:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By 
Name: *Jeffery Rose*
Title: *Vice President*

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Copyrights

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS**






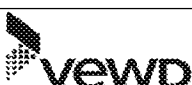
Patents

None.

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	REGISTERED OWNER
 vewd	87781791	02-FEB-2018	6161070	29-SEP-2020	Vewd Software AS
 vewd	87781802	02-FEB-2018	6161071	29-SEP-2020	Vewd Software AS
 vewd	87781806	02-FEB-2018	6161072	29-SEP-2020	Vewd Software AS
 vewd	87781807	02-FEB-2018	6187535	03-NOV-2020	Vewd Software AS
 vewd	87781810	02-FEB-2018	6156015	22-SEP-2020	Vewd Software AS
 vewd	87781813	02-FEB-2018	6156016	22-SEP-2020	Vewd Software AS