# CH \$40.00 9708

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM709352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APPTEGY, INC.		08/28/2020	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	199 Bay Street, 4th Floor	
City:	Toronto	
State/Country:	CANADA	
Postal Code:	M5L 1A2	
Entity Type:	BANK: CANADA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	97088696	EDUROOMS

# **CORRESPONDENCE DATA**

**Fax Number:** 6508497400

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:** 6508435780

Email: kceron@cooley.com

Correspondent Name: Karla Ceron

**Address Line 1:** 3175 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304-1130

ATTORNEY DOCKET NUMBER:	313569.174
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/karla ceron/
DATE SIGNED:	02/18/2022

## **Total Attachments: 5**

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#### 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 <u>August 28</u>, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE ("**Bank**") and APPTEGY, INC., a Delaware corporation.

## **RECITALS**

- A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the 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. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor's Intellectual Property.
- C. 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 <a href="Exhibits A, B and C">Exhibits A, B and C</a> 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 to include any Intellectual Property 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 a Loan 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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## [SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

**GRANTOR**:

425 W. Capitol Ave.

Suite 800

Little Rock, AR 72201

Attention: Jeston George, Chief Executive Officer

APPTEGY, INC.

By: Jeston George

Name: Jeston George

Title: Chief Executive Officer

Address of Bank:

CIBC Innovation Banking 199 Bay Street, 4th Floor

Toronto, Ontario M5L 1A2

Attention: Sara Johnson; Meaghan Mahoney

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark Usher

Name: Mark Usher

Title: Managing Director, Authorized Signatory

**CIBC Innovation Banking** 

By: Imran Premji

Name: Imran Premji

Title: Executive Director, Authorized Signatory

CIBC Innovation Banking

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RECORDED: 02/18/2022

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