

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGRAIN TECHNOLOGY INC.		02/24/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH VI, L.P.		
Street Address:	1751 TIBURON BLVD.		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97212607	UNIT MAP	
Serial Number:	90901951	TOUCHTOUR	
CORRESPONDENCE DATA			
Fax Number:	4154657308		
<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:	415-381-3283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	BENJAMIN GREENSPAN		
SIGNATURE:	/BG2/		
DATE SIGNED:	02/25/2022		
Total Attachments: 3			
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OP \$65.00 97212607

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice ("Trademark Agreement") is executed as of February 24, 2022 by Engrain Technology Inc., a Delaware corporation with its principal place of business at 5660 Greenwood Plaza Blvd, Suite 350, Greenwood Village, CO 80111 ("Assignor") and Partners for Growth VI, L.P., 1751 Tiburon Blvd., Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee (the "IPSA") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IPSA;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the IPSA providing therefor.

Executed as of the date first above written.

Assignor:

Engrain Technology Inc.

By 

Name: M. Brent Steiner

Title: Chief Executive Officer

Assignee:

PARTNERS FOR GROWTH VI, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth VI, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IPSA;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the IPSA providing therefor.

Executed as of the date first above written.

Assignor:

Engrain Technology Inc.

By: _____

Name: M. Brent Steiner

Title: Chief Executive Officer

Assignee:

PARTNERS FOR GROWTH VI, L.P.

By  _____

Name: Geoffrey Allan

**Title: Manager, Partners for Growth VI, LLC
Its General Partner**