OP \$40.00 2949219

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713625

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
X1 Discovery, Inc.		03/04/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SG Credit Partners, Inc.
Street Address:	500 Newport Center Dr.
Internal Address:	Suite 580
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

	Property Type	Number	Word Mark
ſ	Registration Number:	2949219	X1

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: ayisha.jones@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	03/10/2022

Total Attachments: 6

source=Trademark - SG_X1 Discovery - Intellectual Property Security Agreement (Executed)#page1.tif source=Trademark - SG_X1 Discovery - Intellectual Property Security Agreement (Executed)#page2.tif source=Trademark - SG_X1 Discovery - Intellectual Property Security Agreement (Executed)#page3.tif source=Trademark - SG_X1 Discovery - Intellectual Property Security Agreement (Executed)#page4.tif

source=Trademark - SG_X1 Discovery - Intellectual Property Security Agreement (Executed)#page5.tif source=Trademark - SG_X1 Discovery - Intellectual Property Security Agreement (Executed)#page6.tif

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies): X1 Discovery, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: SG Credit Partners, Inc.
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☑ Corporation- State: DE ☐ Other ☐ Other ☐ Citizenship (see guidelines) DE Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) March 4, 2022 ☐ Assignment ☐ Merger ☒ Security Agreement ☐ Change of Name ☐ Other	Street Address: 500 Newport Center Dr., Suite 580 City: Newport Beach State: CA Country:USA Zip: 92660 Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Street Address: 500 Newport Center Dr., Suite 580 Zip: 92660 Citizenship Citizenship Street Address: 500 Newport Center Dr., Suite 580 Zip: 92660 Citizenship Citizenship Street Address: 500 Newport Center Dr., Suite 580 Zip: 92660 Citizenship Citizenship Street Address: 500 Newport Center Dr., Suite 580
4. Application number(s) or registration number(s) and	·
A. Trademark Application No.(s) Text	B. Trademark Registration No.(s) See Attached Schedule 1
See Attached Schedule 1	Additional sheet(s) attached? X Yes No
C. Identification or Description of Trademark(s) (and Filing See Attached Schedule 1	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name:Jessica Hildebrandt	6. Total number of applications and registrations involved:
Internal Address: Otterbourg P.C.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 230 Park Ave.	☐ Authorized to be charged to deposit account ☐ Enclosed
City:New York	8. Payment Information:
State: NY Zip: 10169	
Phone Number: <u>212-905-3670</u>	Deposit Account Number
Docket Number:	Authorized User Name
Email Address:jhildebrandt@otterbourg.com	Authorized Oser Name
9. Signature:	3/4/2022
Signature	Date
Jessica Hildebrandt Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of March 4, 2022 by X1 Discovery, Inc., a Delaware corporation ("Grantor") in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender"):

WITNESSETH

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.
- 2. <u>Grant of Security Interests</u>. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
 - (i) each trademark, patent and copyright listed on <u>Schedule 1</u> annexed hereto, (such trademarks, patents and copyrights, the "<u>Trademarks</u>", "<u>Patents</u>" and "<u>Copyrights</u>") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and
 - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.
- 3. <u>Representations and Warranties</u>. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on <u>Schedule I</u> attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.
- 4. Right to Bring Suit. Grantor shall retain the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be reasonably satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.
- 5. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF

CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

- CONSENT TO JURISDICTION: WAIVER OF JURY TRIAL. ANY LEGAL ACTION. SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE. IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION. SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION. PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 7. <u>Notices</u>. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

2

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

X1 DISCOVERY, INC.

~DocuSigned by: John Patzakis

Name: John Patzakis

Title: Chief Legal Officer

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted as of the date first written above:

SG CREDIT PARTNERS, INC.

By: Marc Cole

Name: Marc Cole

Title: Chief Executive Officer

[Signature Page for Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	Issue Date	Patent Number
X1 Discovery, Inc.	Methods and systems for federation of results from search indexing	5/23/2017	9,659,058
X1 Discovery, Inc.	Methods and systems for uniquely identifying digital content for eDiscovery	1/30/2018	9,880,983
X1 Discovery, Inc.	Methods and systems for searching and indexing virtual environments	7/9/2019	10,346,550
X1 Discovery, Inc.	Methods and systems for searching and indexing virtual environments	2/1/2022	11,238,022

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
X1 Discovery, Inc.	X1	5/10/2005	2949219

(c) Copyrights and Copyright Licenses

None.

RECORDED: 03/10/2022