

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAARYA LLC		03/21/2022	Limited Liability Company: DELAWARE
MYKAARMA POCKETEXPERT ACQUISITION LLC		03/21/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	405 Colorado Street		
Internal Address:	Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6301148		
Registration Number:	6300743	SERVICECART	
Registration Number:	6191757	SERVICE@HOME	
Registration Number:	5059348	MYKAARMA	
Registration Number:	5214502	POCKET EXPERT	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	17044441115		
Email:	elissa.hart@alston.com		
Correspondent Name:	Lauren R. Timmons		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	Elissa Hart		

CH \$140.00 6301148

SIGNATURE:	/Elissa Hart/
DATE SIGNED:	03/21/2022
Total Attachments: 6 source=AB -MYK - Intellectual Property Security Agreement#page1.tif source=AB -MYK - Intellectual Property Security Agreement#page2.tif source=AB -MYK - Intellectual Property Security Agreement#page3.tif source=AB -MYK - Intellectual Property Security Agreement#page4.tif source=AB -MYK - Intellectual Property Security Agreement#page5.tif source=AB -MYK - Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 21, 2022 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as Collateral Agent.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (excluding Excluded Assets) (collectively, the “**Intellectual Property Collateral**”):

(a) (i) the United States issued patents and patent applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the United States; (iv) all inventions and improvements claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) the United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, and including (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office and/or United States Patent and Trademark Office record this Agreement.

Section 3. 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 of 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.


Section 4. Governing Law. This Agreement and any claims, 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 law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of Page Intentionally Left Blank]

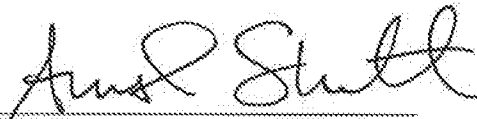
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KAARYA LLC, as a Grantor

By: 

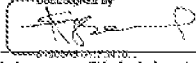
Name: Anish Sheth
Title: Vice President

MYKAARMA POCKETEXPERT ACQUISITION
LLC, as a Grantor

By: 

Name: Anish Sheth
Title: Vice President


AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (PAGE 1 OF 2)

I. United States Trademark Registrations and Applications

U.S. REGISTERED TRADEMARKS:

Serial Number	Reg. Number	Mark	Owner
90148580	6301148		Kaarya LLC
90101866	6300743	SERVICECART	Kaarya LLC
88288905	6191757	SERVICE@HOME	Kaarya LLC
86933937	5059348	MYKAARMA	Kaarya LLC
86567713	5214502	POCKET EXPERT	myKaarma PocketExpert Acquisition LLC

U.S. TRADEMARK APPLICATIONS:

Serial Number	Filing Date	Mark	Owner
90574471	March 11, 2021	TRADZ	Kaarya LLC
90574428	March 11, 2021	TRADZ.AI	Kaarya LLC
90574384	March 11, 2021	TRADZ	Kaarya LLC

II. United States Issued Patents and Patent Applications

U.S. ISSUED PATENTS:

Patent No.	App. No.	Title	Owner
11,025,616	16/702,476	LIMITED USER AUTHENTICATION BY SELF-RECOGNITION	Kaarya LLC
10,498,725	15/997,653	LIMITED USER AUTHENTICATION FOR CONTROLLING PERSONAL INFORMATION PRIVACY	Kaarya LLC
9,992,192	15/401,771	USER INTERFACE FOR CONTROL OF PERSONAL INFORMATION PRIVACY	Kaarya LLC
9,726,749	14/052,499	SYSTEM AND METHOD FOR PROXIMITY DETECTION	Kaarya LLC
D659,704	29/405,895	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	Kaarya LLC

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (PAGE 2 OF 2)

U.S. PATENT APPLICATIONS:

App. No.	Filing Date	Title	Owner
63/172,609		SYSTEM AND METHOD FOR ADAPTIVE MESSAGE DISTRIBUTION	Kaarya LLC
17/336,070	6/1/21	WEB APPLICATION USER IDENTIFICATION BY LIMITED SELF-RECOGNITION	Kaarya LLC