

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impartner, Inc.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent		
Street Address:	199 Bay Street		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5632895	IMPARTNER I	
Registration Number:	5637594	IMPARTNER I	
Registration Number:	4915272	IMPARTNER	
Registration Number:	5632896	SEGMENTAI	
Registration Number:	5189147	TREMOLO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	03/31/2022		

CH \$140.00 5632895

Total Attachments: 6

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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**”), dated as of March 31, 2022, is entered into by and among CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent for the for the ratable benefit of the Secured Parties (the “**Administrative Agent**”) and IMPARTNER, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. The Administrative Agent, the Lenders party thereto, the Grantor and each other Person party thereto are entering into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit 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 Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Administrative Agent for the for the ratable benefit of the Secured Parties hereby agree:

1. To secure the Obligations, Grantor grants Administrative Agent for the for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in its Intellectual Property (collectively, “**Intellectual Property Collateral**”). 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 Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 1 hereof attach to any “intent to use” trademark applications filed in the United States Patent and Trademark Office and such “intent to use” trademark applications will not be deemed to be Intellectual Property Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. Section 1051(c) or 1051(d), respectively, and accepted by the United States Patent and Trademark Office.

3. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. 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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
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Impartner, Inc.
10619 South Jordan Gateway, Ste 200
South Jordan, UT 84095

GRANTOR:

IMPARTNER, INC.

DocuSigned by:
By:  _____
Name: Jonathan Spira
Title: Chief Financial Officer, Treasurer and Secretary

Address of Administrative Agent:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario M5L 1A2

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF
COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Address of Grantor:

Impartner, Inc.
10619 South Jordan Gateway, Ste 200
South Jordan, UT 84095

GRANTOR:

IMPARTNER, INC.

By: _____
Name: _____
Title: _____

Address of Administrative Agent:

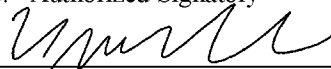
Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, Ontario M5L 1A2

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Imran Premji
Title: Authorized Signatory

By:  _____

Name: Youssef Kabbani
Title: Assistant General Manager

EXHIBIT A

COPYRIGHTS

<u>COPYRIGHTS / COPYRIGHT APPLICATION</u>	<u>COPYRIGHT # / APPLICATION #</u>	<u>ISSUE DATE / APPLICATION DATE</u>
<u>NONE</u>		


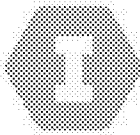
EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
NONE		

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL #	REGISTRATION / APPLICATION DATE
I IMPARTNER 	5632895	18-DEC-2018
I IMPARTNER  IMPARTNER	5637594	25-DEC-2018
IMPARTNER	4915272	08-MAR-2016
SEGMENTAI	5632896	18-DEC-2018
TREMOLO	5189147	25-APR-2017