

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SparkCognition, Inc.		04/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX GROWTH CAPITAL, LLC		
<b>Street Address:</b>	2001 Ross Avenue		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97104629	AI PERFECTED FOR BUSINESS	
<b>Serial Number:</b>	97104622	AI PERFECTED	
<b>Serial Number:</b>	90420000	META ANALYTICS	
<b>Serial Number:</b>	90564964	DEEPNLP	
<b>Serial Number:</b>	90536656	SGS	
<b>Serial Number:</b>	90536548	SPARKCOGNITION GOVERNMENT SYSTEMS	
<b>Serial Number:</b>	88817698	HYPERWERX	
<b>Serial Number:</b>	88817511	HYPERWERX	
<b>Serial Number:</b>	88932847	SGS	
<b>Serial Number:</b>	88688056	S	
<b>Serial Number:</b>	88153679	SKYGRID	
<b>Serial Number:</b>	88980547	SKYGRID	
<b>Serial Number:</b>	88636815	SPARKCOGNITION PRESS	
<b>Serial Number:</b>	88636750	COGNITIVE TIMES	
<b>Serial Number:</b>	88326034	TIME MACHINE	
<b>Serial Number:</b>	88596502	TIME MACHINE	
<b>Serial Number:</b>	88508199	YOUR PASSPORT TO THE FUTURE	
<b>Serial Number:</b>	87769113	SPARKCOGNITION	

CH \$715.00 97104629

Property Type	Number	Word Mark
Serial Number:	87163516	COGNITIVE FINGERPRINTING
Serial Number:	87719605	DARWIN
Serial Number:	87769129	DEEPARMOR
Serial Number:	87769123	
Serial Number:	87163471	DEEPARMOR
Serial Number:	87159954	SPARKSECURE
Serial Number:	87159914	SPARKPREDICT
Serial Number:	86712724	SPARKPREDICT
Serial Number:	86712695	SPARKSECURE
Serial Number:	86522984	MINDFABRIC

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (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

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	04/21/2022

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 21, 2022 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and SparkCognition, Inc. ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender, Grantor, and the other Borrowers party thereto, dated as of April 21, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein shall have the meanings assigned to such terms as set forth in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include any "intent-to-use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office after the Effective Date, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor which are registered or subject to an application for registration with the United States Patent and Trademark Office after the Effective Date, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor which are registered or subject to an application for registration with the United States Patent and Trademark Office after the Effective Date.
3. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights,

powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

4. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the parties shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; signature page follows]

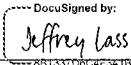
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

12708 Riata Vista Cir  
Suite B-100  
Austin, TX, 78727

GRANTOR:

**SPARKCOGNITION, INC.**

By:  \_\_\_\_\_  
Name: Jeffrey Lass  
Title: Chief Financial Officer & Chief Operating Officer

Address of Lender:

ORIX Corporate Capital, Inc.  
2001 Ross Avenue  
Suite 1900  
Dallas, TX 75201  
Attn: General Counsel

LENDER:

**ORIX GROWTH CAPITAL, LLC**

By: \_\_\_\_\_  
Name: Jeff Bede  
Title: Managing Director

- and -

ORIX USA Corporation  
2001 Ross Avenue  
Suite 1900  
Dallas, TX 75201  
Attn: Operations Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

12708 Riata Vista Cir  
Suite B-100  
Austin, TX, 78727

GRANTOR:

**SPARKCOGNITION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Address of Lender:

ORIX Corporate Capital, Inc.  
2001 Ross Avenue  
Suite 1900  
Dallas, TX 75201  
Attn: General Counsel

LENDER:

**ORIX GROWTH CAPITAL, LLC**

By:  \_\_\_\_\_  
Name: Jeff Bede  
Title: Managing Director

- and -

ORIX USA Corporation  
2001 Ross Avenue  
Suite 1900  
Dallas, TX 75201  
Attn: Operations Manager

[Signature Page to Intellectual Property Security Agreement]

RECORDED: 04/21/2022

**TRADEMARK**  
REEL: 007699 FRAME: 0732