

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Showpad, NV		04/26/2022	Limited Liability Company: BELGIUM
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay Street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4566976	SHOWPAD	
Registration Number:	4343529	SHOWPAD	
Serial Number:	88299625	ACCELERATE	
Serial Number:	88258896	MEETINGIQ	
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:	04/26/2022		
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**”) is entered into as of April 26, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and SHOWPAD, NV, a limited liability company organized under the laws of Belgium (“**Grantor**”).

RECITALS

A. Bank and Grantor 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 Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property, as defined in the Guarantee and Collateral Agreement. 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. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. 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.

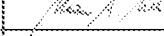
Address of Grantor:

Showpad, Inc.
1 N. State Street, 11th Floor
Chicago, IL 60602

GRANTOR:

SHOWPAD NV

DocuSigned by:

By: 

Name: Matthew Miller

Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
CIBC Innovation Banking
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Caroline Tkatschow; Ramin Ganjavi
Email: caroline.tkatschow@cibc.com;
ramin.ganjavi@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Caroline Tkatschow

Title: Authorized Signatory

By: _____

Name: Imran Premji

Title: Authorized Signatory

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

Address of Grantor:

Showpad, Inc.
1 N. State Street, 11th Floor
Chicago, IL 60602

GRANTOR:

SHOWPAD NV

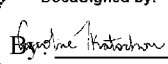
By: _____
Name: Matthew Miller
Title: Chief Financial Officer

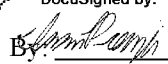
Address of Bank:

Canadian Imperial Bank of Commerce
CIBC Innovation Banking
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Caroline Tkatschow; Ramin Ganjavi
Email: caroline.tkatschow@cibc.com;
ramin.ganjavi@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

DocuSigned by:

By: _____
Name: Caroline Tkatschow
Title: Authorized Signatory

DocuSigned by:

By: _____
Name: Ramin Ganjavi
Title: Authorized Signatory