

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescere Frameworks, LLC		04/27/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	130 King Street West, Suite 3200		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Commercial Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97305711	THE LEARNING NETWORK	
Serial Number:	97269546	TRELIS	
Registration Number:	3284989	LEARNING.NET	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	515838-00006		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	05/03/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of April 27, 2022 by **CRESCERE FRAMEWORKS, LLC** (the “**Grantor**”) in favour of **NATIONAL BANK OF CANADA**, as lender (the “**Lender**”).

RECITALS:

- A. Reference is made to the credit agreement made as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) between Pluribus Technologies Corp., as borrower (the “**Borrower**”) and the Lender, pursuant to which the Lender has agreed to establish certain credit facilities in favour of the Borrower in accordance with the terms and conditions therein.
- B. The Grantor has agreed to grant a security interest and assignment, mortgage, charge in the Intellectual Property Collateral (as defined below) to the Lender, in order to secure the performance of the Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Grantor, the Grantor agrees and covenants with the Lender as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Credit Agreement. In addition, in this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:

“**Agreement**” means this intellectual property security agreement, including its recitals and schedules, as amended, restated, supplemented or otherwise modified from time to time; and

“**Security Agreement**” means the general security agreement dated as of the date hereof between, among others, the Grantor and the Lender, as amended restated, supplemented or otherwise modified from time to time.

2. Grant of Security Interest in Intellectual Property Collateral.

The Grantor, as collateral security for the prompt and complete payment and performance of its Obligations hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Intellectual Property Collateral**”):

- (a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing (collectively, the “**Patents**”), including, without limitation those Patents listed on Schedule A hereto;
- (b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all

tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing (collectively, the “**Copyrights**”), including, without limitation those Copyrights listed on Schedule A hereto;

- (c) all trade-marks, service marks and trade names, and applications for registration of such trade-marks, service marks and trade names, all licenses relating to any of the foregoing (collectively, the “**Trademarks**”) and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, including, without limitation those Trademarks listed on Schedule A hereto;
- (d) all industrial designs, intangibles of like nature and any designs subject to the industrial designs laws of Canada or any other country or any political subdivision thereof and all applications in connection therewith (collectively, the “**Designs**”), including, without limitation those Designs listed on Schedule A hereto;
- (e) all income and royalties with respect to any of the foregoing, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, continuations-in-part, extensions and renewals thereof;
- (f) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets; and
- (g) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the foregoing and not otherwise described above.

3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words “execution”, “signed”, “signature”, and words of like import in this Agreement shall be deemed to include electronic signature or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be.

5. Termination.

The Grantor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Lender. After receipt by the Grantor of such written release or discharge, this Agreement shall terminate and the Lender shall, at the expense of the Grantor, make and do all such acts and things and execute, and deliver all such other instruments, agreements and documents as may be necessary to discharge all registrations or notices filed or registered in respect of the security interest.

6. Governing Law.

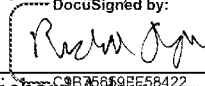
This Agreement shall be governed by the laws of the State of New York.

[Signature Page Follows]

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

CRESCERE FRAMEWORKS, LLC, by its Sole Member, 11273418 CANADA INC.

By:

DocuSigned by:


Name: Richard Adair C9B75659FE58422...

Title: President