

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729561

<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>
Fusion Trade, Inc.		05/20/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	One Court Square		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11120		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5937605	GREENSHEET	
<b>Registration Number:</b>	6056296	SCOUT RMS	
<b>Registration Number:</b>	6056295	SCOUT	
<b>Registration Number:</b>	6056297	SCOUT	
<b>Serial Number:</b>	90975047	SCOUT	
<b>Serial Number:</b>	90975045	SCOUT	
<b>Serial Number:</b>	90975046	SCOUT RMS	
<b>Serial Number:</b>	90026541	SCOUT RMS	
<b>Serial Number:</b>	90026490	SCOUT	
<b>Serial Number:</b>	90026562	SCOUT	
<b>Serial Number:</b>	90266762	SCOUT F	
<b>Serial Number:</b>	90823605	ROCKETCHIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		

OP \$315.00 5937605

**Correspondent Name:** Timothy D. Pecsénye (024228-17001)  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 024228-17001

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 05/23/2022

**Total Attachments: 7**

source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page1.tif  
source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page2.tif  
source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page3.tif  
source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page4.tif  
source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page5.tif  
source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page6.tif  
source=Amend 14 - IP Security Agreement (Citi-Fusion) EXECUTED#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 20<sup>th</sup> day of May, 2022, by **FUSION TRADE, INC.**, a Delaware corporation (“Grantor”), in favor of **CITIBANK, N.A.** (“Citibank”), in its capacity as collateral agent for the Lenders defined below.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) among (i) Fusion, (ii) **ROCKETCHIPS, INC.**, a Delaware corporation (“Rocketchips”, and together with Fusion and each Person joined thereto from time to time as a borrower, collectively, the “Borrowers” and each a “Borrower”), (iii) each Person joined thereto from time to time as a guarantor (collectively, the “Guarantors” and each a “Guarantor”), (iv) the financial institutions from time to time party thereto as lenders (the “Lenders”) and (v) Citibank, as administrative agent and collateral agent for the Lenders (Citibank, in such agency capacities, the “Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, to secure the payment and performance of all Obligations to Agent, Grantor and Agent entered into that certain IP Security Agreement dated as of February 28, 2017 (the “Existing IP Agreement”); and

WHEREAS, pursuant to the Loan Agreement and the Existing IP Agreement, Grantor is required and/or authorized to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. REAFFIRMATION OF SECURITY INTEREST. Without limiting any other grant of Lien by the Grantor in any Collateral under the Loan Agreement or any Loan Document, including the Existing IP Agreement, Grantor hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, acquired since the Existing IP Agreement was filed with the United States Patents and Trademarks Office, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, acquired since the Existing IP Agreement was filed with the United States

Patents and Trademarks Office, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, acquired since the Existing IP Agreement was filed with the United States Patents and Trademarks Office, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

6. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party

by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto and shall bind the parties hereto.

8. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor has signed this Agreement as of the day and year first above written.

**FUSION TRADE, INC.**

By:

A handwritten signature in black ink, appearing to read 'P. LeSaffre', written over a horizontal line.

Name: Peter E. LeSaffre

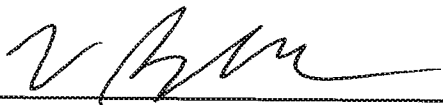
Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement (Fusion)

**TRADEMARK**  
**REEL: 007729 FRAME: 0624**

ACCEPTED AND  
ACKNOWLEDGED BY:

CITIBANK, N.A., as Agent

By:   
Name: Lori Bambuck  
Title: Authorized Signatory

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT



I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

<b>Trademark</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>
GREENSHEET	Fusion Trade, Inc. DBA Fusion Worldwide	5,937,605	12/17/2019
SCOUT RMS	Fusion Trade, Inc. DBA Fusion Worldwide	6,056,296	05/19/2020
SCOUT	Fusion Trade, Inc. DBA Fusion Worldwide	6,056,295	05/19/2020
	Fusion Trade, Inc. DBA Fusion Worldwide	6,056,297	05/19/2020
	Fusion Trade, Inc. DBA Fusion Worldwide	(90/975,047)	(06/29/2020)
SCOUT	Fusion Trade, Inc. DBA Fusion Worldwide	(90/975,045)	(06/29/2020)
SCOUT RMS	Fusion Trade, Inc. DBA Fusion Worldwide	(90/975,046)	(06/29/2020)
SCOUT RMS	Fusion Trade, Inc. DBA Fusion	(90/026,541)	(06/29/2020)

Schedule 1 to Intellectual Property Security Agreement (Fusion)

**TRADEMARK**  
**REEL: 007729 FRAME: 0626**



	Worldwide		
SCOUT	Fusion Trade, Inc. DBA Fusion Worldwide	(90/026,490)	(06/29/2020)
	Fusion Trade, Inc. DBA Fusion Worldwide	(90/026,562)	(06/29/2020)
SCOUT	Fusion Trade, Inc. DBA Fusion Worldwide	(90/266,762)	(10/20/2020)
ROCKETCHIPS	Fusion Trade, Inc. DBA Fusion Worldwide	(90/823,605)	(07/12/2021)

Schedule 1 to Intellectual Property Security Agreement (Fusion)