

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730133

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alkami Technology, Inc.		04/29/2022	Corporation: DELAWARE
Alkami MK, LLC		04/29/2022	Limited Liability Company: DELAWARE
Alkami ACH Alert, LLC		04/29/2022	Limited Liability Company: DELAWARE
Segmint Inc.		04/29/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative and Collateral Agent
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4414646	ALKAMI
Registration Number:	5844856	ALKAMI
Registration Number:	5954499	A
Registration Number:	5380041	PRO-TECH
Registration Number:	5278004	PRO-CHEX
Registration Number:	5199065	BIO-WIRE
Registration Number:	5199064	FRAUD PREVENTION HQ
Registration Number:	3804360	ACH ALERT
Registration Number:	3683754	SEGMINT
Registration Number:	3811575	KLI
Registration Number:	3990893	KBI
Registration Number:	4877808	SEGMINTSOCIAL
Registration Number:	4448230	SEGMINTONE
Registration Number:	4983808	SEGMINTACQUIRE
Registration Number:	5033334	KEY BUSINESS INDICATOR

OP \$540.00 4414646

Property Type	Number	Word Mark
Registration Number:	4902979	KEY LIFESTYLE INDICATOR
Registration Number:	5023577	ONE WAY TRUST
Registration Number:	4999670	ALWAYS ON, ALWAYS ACCURATE, ALWAYS SECUR
Serial Number:	87136467	ALWAYS ON
Registration Number:	5588249	KEY LIFESTYLE INDICATOR
Registration Number:	5329229	KLI

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1659026 TM
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	05/25/2022

Total Attachments: 10
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page1.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page2.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page3.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page4.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page5.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page6.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page7.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page8.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page9.tif
source=Closing Copy - D05. Intellectual Property Security Agreement - Alkami (A&R-Revised Schedule)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 29, 2022 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have 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 Amended and Restated Credit Agreement, dated as of April 29, 2022, by and among ALKAMI TECHNOLOGY, INC., a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent, and SVB, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower, and each other Grantor have entered into that certain Amended and Restated Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 the Secured Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property that constitutes Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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.

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

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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.

GRANTOR:

ALKAMI TECHNOLOGY, INC.

By: W. Bryan Hill

Name: W. Bryan Hill

Title: Chief Financial Officer

ALKAMI ACH ALERT, LLC

By: W. Bryan Hill

Name: W. Bryan Hill

Title: Chief Financial Officer and Treasurer

ALKAMI MK, LLC

By: W. Bryan Hill

Name: W. Bryan Hill

Title: Chief Financial Officer and Treasurer

SEGMINT INC.


By: W. Bryan Hill

Name: W. Bryan Hill

Title: Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: John Ryan

Title: Vice President

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B**PATENTS**

US PATENTS / PATENT APPLICATIONS					
Holder	Title	Serial No.	Filing Date	Patent No.	Issue Date
Alkami Technology, Inc. Alkami ACH Alert, Inc.	Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	12/347,847	December 31, 2008	7,974,893	July 5, 2011
Alkami Technology, Inc. Alkami ACH Alert, Inc.	Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	13/108,306	May 16, 2011	8,219,491	July 10, 2012
Alkami Technology, Inc. Alkami ACH Alert, Inc.	Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	13/473,431	May 16, 2012	10,115,106	October 30, 2018
Alkami Technology, Inc.	Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	16/174,734	October 30, 2018	11023866	June 1, 2021
Alkami Technology, Inc.	Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	17/335302	June 1, 2021	NA	NA
Segmint Inc.	Method and system for targeted content placement	12/266199	November 6, 2008	8234159	July 31, 2012
Segmint Inc.	Method and system for targeted content placement	12/403656	March 13, 2009	8239256	August 7, 2012

NY-2369430

Segmint Inc.	Targeting marketing to on-hold customer	13/104345	May 10, 2011	8825520	September 2, 2014
Segmint Inc.	Consumer-specific advertisement presentation and offer library	13/104301	May 10, 2011	10558994	February 11, 2020
Segmint Inc.	Targeted marketing with CPE buydown	13/104253	May 10, 2011	10614459	April 7, 2020
Segmint Inc.	System and method for authenticating a customer for a pre-approved offer of credit	15/253026	August 31, 2016	11138632	October 5, 2021
Segmint Inc.	Personalized consumer advertisement placement	11/865466	October 1, 2007	11250474	February 15, 2022
Segmint Inc.	Personalized consumer advertising placement with social networking	13/622535	September 19, 2012	Pending	NA
Segmint Inc.	System and method for delivering a financial application to a prospective customer	15/252928	August 31, 2016	Pending	NA
Segmint Inc.	System and method for pulling a credit offer on bank's pre-approved property	15/253105	August 31, 2016	Pending	NA
Segmint Inc.	Systems and method for combining real-time behavior data with previously-modeled data to prioritize media content	15/427283	February 8, 2017	Pending	NA
Segmint Inc.	Method and system for targeted content placement	14/023963	September 11, 2013	10885552	January 5, 2021
Segmint Inc.	Method and system for targeted content placement	14/518234	October 20, 2014	11120471	September 14, 2021
Segmint Inc.	Targeted marketing to on-hold customer	14/472633	August 29, 2014	Pending	NA
Segmint Inc.	Consumer-specific advertisement presentation and offer library	16/785679	February 10, 2020	Pending	NA
Segmint Inc.	Targeted marketing with CPE buydown	16/840476	April 6, 2020	Pending	NA

NY-2369430

TRADEMARK
REEL: 007732 FRAME: 0235

Segmint Inc.	Targeted marketing with CPE buydown	16/949589	November 5, 2020	Pending	NA
Segmint Inc.	Method and system for targeted content placement	17/247744	December 22, 2020	Pending	NA

NY-2369430

EXHIBIT C
TRADEMARKS

Holder	Mark	Registration No.	Date Registered
Alkami Technology, Inc.	ALKAMI	U.S. Trademark Reg. No. 4,414,646	October 8, 2013
Alkami Technology, Inc.	ALKAMI (Stylized)	U.S. Trademark Reg. No. 5,844,856	August 27, 2019
Alkami Technology, Inc.	A (Stylized)	U.S. Trademark Reg. No. 5,954,499	January 7, 2020
Alkami Technology, Inc.	PRO-TECH	U.S. Trademark Reg. No. 5380041	January 16, 2018
Alkami Technology, Inc.	PRO-CHEX	U.S. Trademark Reg. No. 5278004	August 29, 2017
Alkami Technology, Inc.	BIO-WIRE	U.S. Trademark Reg. No. 5199065	May 9, 2017
Alkami Technology, Inc.	FRAUD PREVENTION HQ	U.S. Trademark Reg. No. 5199064	May 9, 2017
Alkami Technology, Inc.	ACH ALERT	U.S. Trademark Reg. No. 3804360	June 15, 2010
Segmint Inc.	SEGMINT	U.S. Trademark Reg. No. 3683754	September 15, 2009
Segmint Inc.	KLI	U.S. Trademark Reg. No. 3811575	June 29, 2010
Segmint Inc.	KBI	U.S. Trademark Reg. No. 3990893	July, 5, 2011
Segmint Inc.	SEGMINTSOCIAL	U.S. Trademark Reg. No. 4877808	December 29, 2015
Segmint Inc.	SEGMINTONE	U.S. Trademark Reg. No. 4448230	December 10, 2013
Segmint Inc.	SEGMINTACQUIRE	U.S. Trademark Reg. No. 4983808	June 21, 2016
Segmint Inc.	KEY BUSINESS INDICATOR	U.S. Trademark Reg. No. 5033334	August 30, 2016

NY-2369430

TRADEMARK
REEL: 007732 FRAME: 0237

Segmint Inc.	KEY LIFESTYLE INDICATOR	U.S. Trademark Reg. No. 4902979	February 2, 2016
Segmint Inc.	ONE WAY TRUST	U.S. Trademark Reg. No. 5023577	August 16, 2016
Segmint Inc.	ALWAYS ON, ALWAYS ACCURATE, ALWAYS SECURE	U.S. Trademark Reg. No. 4999670	July 12, 2016
Segmint Inc.	ALWAYS ON	Serial Number: 87136467	None
Segmint Inc.	KEY LIFESTYLE INDICATOR	U.S. Trademark Reg. No. 5588249	October 16, 2018
Segmint Inc.	KLI	U.S. Trademark Reg. No. 5329229	November 7, 2017

NY-2369430