

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733144

<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>
SEPIRE, LLC		04/20/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 S LASALLE ST		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6136954	SEPIRE	
<b>Registration Number:</b>	6142435	COMPLICHAİN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	2024547625		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Julia Birgen		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1706849		
<b>NAME OF SUBMITTER:</b>	Adrian Abonce		
<b>SIGNATURE:</b>	/Adrian Abonce/		
<b>DATE SIGNED:</b>	06/08/2022		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) dated effective as of April 20, 2022, is made by **SEPIRE, LLC**, a Delaware limited liability company (“Grantor”), in favor of **CIBC BANK USA** (“Lender”).

### RECITALS

A. Grantor has delivered that certain Promissory Note of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Note”) in favor of Lender, pursuant to which Lender has agreed to make certain credit (the “Loan”) available to Grantor. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Lender is unwilling to make the Loan unless Grantor executes and delivers to Lender this Agreement.

C. Pursuant to the terms of that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) made by Grantor in favor of Lender, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all of its now owned and hereafter acquired intellectual property, including, but not limited to, patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses whereby Grantor has licensed its trademarks to third parties (“Trademark Licenses”), copyrights, copyright right applications and copyright licenses whereby Grantor has licensed its copyrights to third parties (“Copyright Licenses”), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Security Agreement and the other documents evidencing the Loan (generally, the “Loan Documents”), and to secure the payment and performance of the obligations evidenced thereby, including, without limitation, the Note, Grantor does hereby grant to Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) all United States and foreign trademarks, service marks, trade names, trade dress, corporate names, company names, business names, fictitious business names and other source or business identifiers, whether or not registered, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof and all goodwill of the business connected with the use of and symbolized by the foregoing and associated therewith;
- (2) each domain name and Trademark License, including, without limitation, each domain name and Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any trademark, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any trademark, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) all United States and foreign patents and patented and patentable designs and inventions, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any and all issuances, reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals thereof;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any patent, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any patent, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);
- (7) original works of authorship in any medium of expression, whether or not published, all copyrights, whether registered or unregistered, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any issuances, renewals or extensions thereof;
- (8) each Copyright License, including, without limitation, each Copyright License listed on Schedule 3 annexed hereto;
- (9) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any copyright, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable

relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any copyright, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “Copyright Collateral”, together with the Trademark Collateral and the Patent Collateral, the “IP Collateral”); and

- (10) all rights of any kind whatsoever of Grantor accruing under the IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by this reference as if fully set forth herein. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Notwithstanding the foregoing or any other provision of this Agreement or the Security Agreement, the IP Collateral does not include, and neither this Agreement nor the Security Agreement, grants or creates any security interest or lien with respect to any work-for-hire, work product of any nature or any Intellectual Property created for a client of Grantor and licensed or assigned to such client pursuant to the terms of the client engagement or services agreement entered into in the ordinary course of Grantor’s business.

This Intellectual Property Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein and Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government official (whether in the United States of America or Canada) to record and register this Agreement or other assignment, lien or other filing upon request by Lender.

This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the laws of the State of Illinois, without giving effect to any choice of law conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[Signature page follows]



Acknowledged:

**LENDER:**

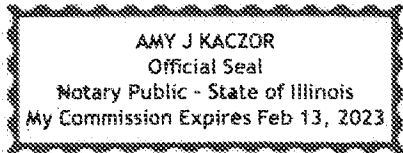
**CIBC BANK USA,**  
as Issuing Lender and as Lender

By: *[Signature]*  
Name: Adrian Abonce  
Its: Managing Director

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Cook        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Adrian Abonce, the Managing Director of CIBC BANK USA, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Adrian Abonce, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of April, 2022.



*[Signature]*  
Notary Public  
My Commission Expires: 4-13-2023



SCHEDULE 1

**Registered Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Application Serial Number</b>
SEPIRE	United States	6136954	88134327
COMPLICHAİN	United States	6142435	88027128

**Common Law Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Date of First Use</b>
SEPIRE	United States	10/17/19

**Domain Names**

www.sepire.com

SCHEDULE 2  
Patents, Patent Applications, and Patent Licenses

None.

SCHEDULE 3  
Copyrights and Copyright Licenses

None.