

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERQ SOFTWARE, LLC		08/03/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	318 West Adams Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4784150	PERQ	
Registration Number:	4659427	FATWIN	
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:	3127155220		
Email:	tm-dept@quarles.com, christian.stahl@quarles.com, heather.buchta@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Christian Stahl at Quarles & Brady LLP		
Address Line 1:	411 East Wisconsin Avenue, Ste. 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	115253.00243 Perq Softwar		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	08/16/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 3, 2022 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and PERQ SOFTWARE, LLC, an Indiana limited liability company ("Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor has granted to Lender under the Financing Agreement a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (but excluding any Excluded Property, collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C; and

(d) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted under the Financing Agreement are set forth in the Financing Agreement, and those as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies. This Agreement is prepared for the purpose of filing with the United States Patent and Trademark Office and/or the United States Copyright Office.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PERQ SOFTWARE, LLC,
an Indiana limited liability company

DocuSigned by:
Scott J. Hill
By: _____
Name: SCOTT J. HILL
Title: Chief Executive Officer

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

DocuSigned by:
William Robinson
By: _____
Name: WILLIAM ROBINSON
Title: Market Leader

Address for Notices:

PERQ SOFTWARE, LLC
7225 Georgetown Road
Indianapolis, Indiana 46268
Attn: Jacob Bracken
E-mail: jbracken@perq.com

Address for Notices:

WESTERN ALLIANCE BANK
318 West Adams Street
Chicago, Illinois 60606
Attn: Luke P. Arnesen
E-mail: luke.arnesen@bridgebank.com

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Country:</u>	<u>Serial Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
PERQ	US	86122935	4784150	November 19, 2013	August 4, 2015
FATWIN	US	86279148	4659427	May 12, 2014	December 23, 2014

