

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERSPRING INC.		08/16/2022	Corporation: DELAWARE
COLLOQUY, LLC		08/16/2022	Limited Liability Company: DELAWARE
EMERGINGED LLC		08/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Growth Capital, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4407732	EVERSPRING	
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:	9188355997		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Fredericka J. Sowers		
Address Line 1:	501 Fayetteville Street		
Address Line 2:	Suite 500		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Fredericka J. Sowers		
SIGNATURE:	/Fredericka J. Sowers/		
DATE SIGNED:	08/22/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 16, 2022 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company, in its capacity as agent under the Loan Agreement described below (in such capacity, "Agent") and EVERSFRING INC., a Delaware corporation, COLLOQUY, LLC, a Delaware limited liability company, and EMERGINGED LLC, a Delaware limited liability company (collectively, the "Grantors" and each, a "Grantor").

RECITALS

A. Certain lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Grantors, the lenders party thereto (the "Lenders") and Agent dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Agent a security interest in all of each Grantor's Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt, sufficiency and legal adequacy of which is hereby acknowledged by the parties, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property, whether now existing or hereafter created or acquired (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), including all goodwill associated therewith, and including without limitation all proceeds and payments thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilution, misappropriation, or other violation or impairment of rights in the Intellectual Property, including injury to the goodwill associated with any trademark and all causes of action for the same, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.
3. No Grantor shall hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Agent with at least ten (10) days prior written notice

thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by the applicable Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Agent.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Agent under the Loan Agreement. The rights and remedies of the Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Agent provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Agent or any Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent, Lenders and Borrowers shall be governed by, and construed in accordance with the internal laws of the State of New York; provided that Agent and Lenders shall retain all rights arising under federal law (including for such purposes Sections 5-1401 and 5-1402 of the New York General Obligations Law but excluding all other choice of law and conflict of law rules)..

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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.

GRANTORS:

Address of Grantor:

123 N. Wacker Dr., Suite 2200
Chicago, IL 60606
(effective prior to September 15, 2022)

EVERSPRING INC.

By: [Signature]
Name: Edward R. Unger
Title: Chief Financial Officer

120 S. LaSalle St., Suite 1800
Chicago, IL 60603
(effective as of September 12, 2022)

COLLOQUY, LLC

By: [Signature]
Name: Edward R. Unger
Title: Chief Financial Officer

EMERGINGED LLC

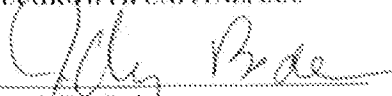
By: [Signature]
Name: Edward R. Unger
Title: Chief Financial Officer

Address of Agent:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

AGENT:

OBIX GROWTH CAPITAL, LLC

By: 
Name: Jeffrey Bode
Title: Authorized Signatory

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(OVERSPRING)
Signature Page

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TRADEMARK
REEL: 007828 FRAME: 0488

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Mark	Filing Date	Serial No.	Reg. No.	Reg. Date	Registrant/Owner
EVERSPRING	12/29/2011	85505574	4407732	09/24/2013	Everspring, Inc.

SCHEDULE C

Patents: None.

Registered Patents: None.