

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750277

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| o9 Solutions, Inc. | | 08/19/2022 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 383 Madison Avenue, 22nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90165486 | AIM10X | |
| Serial Number: | 90165480 | AIM10X | |
| Registration Number: | 6541112 | O9 | |
| Registration Number: | 4209591 | O9 | |
| Serial Number: | 90165395 | O9 SOLUTIONS | |
| Registration Number: | 6360646 | O9 SOLUTIONS | |
| Registration Number: | 4210041 | O9 SOLUTIONS | |
| 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: | 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: | 1765944 TM | | |
| NAME OF SUBMITTER: | Julia Brow | | |
| SIGNATURE: | /Julia Brow/ | | |

OP \$190.00 90165486

DATE SIGNED:

08/22/2022

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 19, 2022, by and among JPMORGAN CHASE BANK, N.A. (“Lender”) (on behalf of Lender and the other Secured Parties (as defined in the Credit Agreement)), as the lender party to the Credit Agreement referred to below and o9 SOLUTIONS, INC., a Texas corporation (“O9 Solutions, Inc.”) (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender on behalf of and for the benefit of the Secured Parties a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender on behalf of and for the benefit of the Secured Parties a security interest in all of 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. 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 Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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:

Address:
o9 Solutions, Inc.
1501 Lyndon B Johnson Fwy
Suite 140
Dallas, TX 75234
Attention: Igor Rikalo

O9 SOLUTIONS, INC.,
~~a Texas corporation~~
Igor Rikalo
By: _____
FD8A6FD49006453

Name: Igor Rikalo
Title: President, Secretary and Chief Operating Officer

LENDER:

Address:
JPMorgan Chase Bank, N.A.
MM Technology Banking
383 Madison Avenue, 22nd Floor
New York, NY, 10017
Attention: Grace Mahood

JPMORGAN CHASE BANK, N.A.
By: _____
Name: _____
Title: _____

Signature page to Intellectual Property Security Agreement

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.

Address:
o9 Solutions, Inc.
1501 Lyndon B Johnson Fwy
Suite 140
Dallas, TX 75234
Attention: _____

GRANTOR:

**O9 SOLUTIONS, INC.,
a Texas corporation**

By: _____


Name: Igor Rikalo

Title: President, Secretary and Chief Operating Officer

Address:
JPMorgan Chase Bank, N.A.
MM Technology Banking
383 Madison Avenue, 22nd Floor
New York, NY, 10017
Attention: Grace Mahood

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Grace Mahood

Title: Vice President

Signature page to Intellectual Property Security Agreement

**TRADEMARK
REEL: 007828 FRAME: 0687**

EXHIBIT A

Copyrights

NONE

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| | | |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent no./ Application no / Publication no.</u> | <u>Patent / Application / Publication Date</u> |
|---|---|--|
| Unstructured data processing in plan modeling | 11,379,781 15/054,036 20170140040 | 7/5/2022 2/25/2016 5/18/2017 |
| Plan modeling and user feedback | 11,379,774 16/800,884 20200401962 | 7/5/2022 2/25/2020 12/24/2020 |
| Regressable differential data structures | 11,232,071 16/510,577 20200174969 | 1/25/2022 7/12/2019 6/4/2020 |
| Plan modeling visualization | 11,216,765 14/752,810 20170140319 | 1/4/2022 6/26/2015 5/18/2017 |
| Plan model searching | 11,216,478 14/885,764 20170140007 | 1/4/2022 10/16/2015 5/18/2017 |
| Plan modeling and user feedback | 10,614,400 14/751,526 20170140310 | 4/7/2020 6/26/2015 5/18/2017 |
| Value-based differential data | 10,387,372 13/673,963 20170139909 | 8/20/2019 11/9/2012 5/18/2017 |
| PLAN MODELING VISUALIZATION | 20220172143 17/546714 | 6/2/2022 12/9/2021 |
| LAN MODEL SEARCHING | 20220171767 17/546732 | 6/2/2022 12/9/2021 |
| COMPUTATIONAL UNIFIED GRAPH HIERARCHY MODEL | 20190258973 16/166924 | 8/22/2019 10/22/2018 |
| PLAN MODELING AND TASK MANAGEMENT | 20190251486 16/184429 | 8/15/2019 11/8/2018 |

| <u>Description</u> | <u>Patent no./ Application no / Publication no.</u> | <u>Patent / Application / Publication Date</u> |
|---|---|--|
| DYNAMIC MEMORYLESS DEMAND-SUPPLY PEGGING | 20190114567 15/783660 | 4/18/2019 10/13/2017 |
| PLAN MODELING AND TASK MANAGEMENT | 20170140307 14/752774 | 5/18/2017 6/26/2015 |
| BUSINESS GRAPH MODEL | 20170140306 14/493277 | 5/18/2017 9/22/2014 |
| PLAN MODELING | 20140058712 13594723 | 2/27/2014 8/24/2012 |
| SCENARIO PLANNING GUIDANCE | 20140058799 13594766 | 2/27/2014 8/24/2012 |
| CONSTRAINED CONCURRENT RESOURCE ALLOCATOR | 20200226536 16245719 | 7/16/2020 1/11/2019 |

EXHIBIT C

Trademarks

| <u>Description</u> | Serial Application <u>Number</u> | Application <u>Date</u> |
|---------------------------|-------------------------------------|----------------------------|
| See Trademark Table below | | |

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Owner |
|---|---------------|----------------------------|------------------------|--------------------|
| AEM10X | United States | 90165486 08-SEP-2020 | N/A | o9 Solutions, Inc. |
| aim10x  | United States | 90165480 08-SEP-2020 | N/A | o9 Solutions, Inc. |
| o9  | United States | 90165473 08-SEP-2020 | 6541112 26-OCT-2021 | o9 Solutions, Inc. |
| O9 | United States | 85541087 13-FEB-2012 | 4209591 18-SEP-2012 | o9 Solutions, Inc. |
| o9 solutions  | United States | 90165395 08-SEP-2020 | N/A | o9 Solutions, Inc. |
| O9 SOLUTIONS | United States | 90165456 08-SEP-2020 | 6360646 25-MAY-2021 | o9 Solutions, Inc. |
| o9 Solutions  | United States | 85561442 06-MAR-2012 | 4210041 18-SEP-2012 | o9 Solutions, Inc. |
| o9  | Australia | 2159606 01-MAR-2021 | 2159606 01-MAR-2021 | o9 Solutions, Inc. |
| O9 | Australia | 2159610 01-MAR-2021 | 2159610 01-MAR-2021 | o9 Solutions, Inc. |
| o9 solutions  | Australia | 2159585 01-MAR-2021 | 2159585 01-MAR-2021 | o9 Solutions, Inc. |
| O9 SOLUTIONS | Australia | 2159598 01-MAR-2021 | 2159598 01-MAR-2021 | o9 Solutions, Inc. |

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Owner |
|---|---------|----------------------------|------------------------|--------------------|
| AIM10X | Canada | 2088419 02-MAR-2021 | N/A | o9 Solutions, Inc. |
| aim10x  | Canada | 2088422 02-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9 | Canada | 2088423 02-MAR-2021 | N/A | o9 Solutions, Inc. |
|  | Canada | 2088421 02-MAR-2021 | N/A | o9 Solutions, Inc. |
| O9 SOLUTIONS | Canada | 2088420 02-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9 solutions  | Canada | 2088424 02-MAR-2021 | N/A | o9 Solutions, Inc. |
| aim10x  | China | 63140541 09-MAR-2022 | N/A | o9 Solutions, Inc. |
| AIM10X | China | 63134832 09-MAR-2022 | N/A | o9 Solutions, Inc. |
| aim10x  | China | 54019987 04-MAR-2021 | N/A | o9 Solutions, Inc. |
| AIM10X | China | 54019985 04-MAR-2021 | N/A | o9 Solutions, Inc. |
| O9 | China | 54019988 04-MAR-2021 | N/A | o9 Solutions, Inc. |
|  | China | 54019991 04-MAR-2021 | N/A | o9 Solutions, Inc. |
| O9 | China | 54019989 04-MAR-2021 | N/A | o9 Solutions, Inc. |

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Owner |
|---|---------|----------------------------|--------------------------|--------------------|
| o9  | China | 54019990 04-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9 solutions  | China | 54019995 04-MAR-2021 | 54019995 21-NOV-2021 | o9 Solutions, Inc. |
| O9 SOLUTIONS | China | 54019993 04-MAR-2021 | 54019993 21-NOV-2021 | o9 Solutions, Inc. |
| o9 solutions  | China | 62791039 23-FEB-2022 | N/A | o9 Solutions, Inc. |
| O9 SOLUTIONS | China | 62781859 23-FEB-2022 | N/A | o9 Solutions, Inc. |
| AIM10X | EU | 018417779 05-MAR-2021 | 018417779 29-JUN-2021 | o9 Solutions, Inc. |
| aim10x  | EU | 018417749 05-MAR-2021 | 018417749 29-JUN-2021 | o9 Solutions, Inc. |
| o9  | EU | 018417957 05-MAR-2021 | 018417957 29-JUN-2021 | o9 Solutions, Inc. |
| O9 | EU | 018411853 01-MAR-2021 | 018411853 26-JUN-2021 | o9 Solutions, Inc. |
| O9 SOLUTIONS | EU | 018416842 04-MAR-2021 | 018416842 29-JUN-2021 | o9 Solutions, Inc. |
| o9 solutions  | EU | 018416653 03-MAR-2021 | 018416653 29-JUN-2021 | o9 Solutions, Inc. |
| AIM10X | India | 4893900 08-MAR-2021 | N/A | o9 Solutions, Inc. |

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Owner |
|---|-------------|----------------------------|------------------------|--------------------|
| aim10x  | India | 4893901 08-MAR-2021 | 4893901 08-MAR-2021 | o9 Solutions, Inc. |
| o9 | India | 4893896 08-MAR-2021 | 4893896 08-MAR-2021 | o9 Solutions, Inc. |
|  | India | 4893897 08-MAR-2021 | 4893897 08-MAR-2021 | o9 Solutions, Inc. |
| O9 SOLUTIONS | India | 4893898 08-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9 solutions  | India | 4893899 08-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9  | Japan | 2021-024635 03-MAR-2021 | 6421391 27-JUL-2021 | o9 Solutions, Inc. |
| AIM10X | Japan | 2021-024203 02-MAR-2021 | 6421390 27-JUL-2021 | o9 Solutions, Inc. |
| aim10x  | Japan | 2021-024202 02-MAR-2021 | 6421389 27-JUL-2021 | o9 Solutions, Inc. |
| o9 solutions  | Japan | 2021-024200 02-MAR-2021 | 6421387 27-JUL-2021 | o9 Solutions, Inc. |
| O9 SOLUTIONS | Japan | 2021-024201 02-MAR-2021 | 6421388 27-JUL-2021 | o9 Solutions, Inc. |
| o9 | New Zealand | 1172157 01-MAR-2021 | 1172157 02-SEP-2021 | o9 Solutions, Inc. |
|  | New Zealand | 1172155 01-MAR-2021 | 1172155 02-SEP-2021 | o9 Solutions, Inc. |

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Owner |
|---|----------------|--------------------------------|------------------------------|--------------------|
| O9 SOLUTIONS | New Zealand | 1172153 01-MAR-2021 | 1172153 02-SEP-2021 | o9 Solutions, Inc. |
| o9 solutions  | New Zealand | 1172151 01-MAR-2021 | 1172151 02-SEP-2021 | o9 Solutions, Inc. |
| aim10x  | South Korea | 46-2021-0044921 05-MAR-2021 | N/A | o9 Solutions, Inc. |
| AIM10X | South Korea | 46-2021-0044922 05-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9  | South Korea | 46-2021-0044919 05-MAR-2021 | N/A | o9 Solutions, Inc. |
| o9 solutions  | South Korea | 46-2021-0044917 05-MAR-2021 | N/A | o9 Solutions, Inc. |
| O9 SOLUTIONS | South Korea | 46-2021-0044918 05-MAR-2021 | N/A | o9 Solutions, Inc. |
| AIM10X | United Kingdom | UK00003605370 05-MAR-2021 | UK00003605370 02-JUL-2021 | o9 Solutions, Inc. |
| aim10x  | United Kingdom | UK00003605284 05-MAR-2021 | UK00003605284 02-JUL-2021 | o9 Solutions, Inc. |