

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARBON6 TECHNOLOGIES, INC.		08/22/2022	Corporation: DELAWARE
ALERT TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: D.C.
ALPHA RAVEN HOUSE, LLC		08/22/2022	Limited Liability Company: DELAWARE
MERCHANDISE TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: DELAWARE
NINJA TECHNOLOGIES GROUP, LLC		08/22/2022	Limited Liability Company: DELAWARE
PIXLEME TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: DELAWARE
PREMIUM CLUB LLC		08/22/2022	Limited Liability Company: DELAWARE
RANKINGS TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: DELAWARE
STOCKED TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: DELAWARE
SUPPLIER TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: DELAWARE
ZEN TECHNOLOGIES GROUP LLC		08/22/2022	Limited Liability Company: DELAWARE
ZON TECHNOLOGIES LLC		08/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS AGENT		
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER, 7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			

CH \$40.00 5936389

Property Type	Number	Word Mark
Registration Number:	5936389	ZON.TOOLS

CORRESPONDENCE DATA

Fax Number: 4156932222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 3 Embarcadero Center, 20th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	08/23/2022

Total Attachments: 8

source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page1.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page2.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page3.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page4.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page5.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page6.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page7.tif
source=MidCap - Carbon6 - IP Security Agreement - 08.22.22#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 22nd day of August, 2022 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”), and **CARBON6 TECHNOLOGIES, INC.**, a Delaware corporation; **ALERT TECHNOLOGIES LLC**, a Delaware limited liability company; **ALPHA RAVEN HOUSE, LLC**, a Delaware limited liability company; **MERCHANDISE TECHNOLOGIES LLC**, a Delaware limited liability company; **NINJA TECHNOLOGIES GROUP, LLC**, a Delaware limited liability company; **PIXLEME TECHNOLOGIES LLC**, a Delaware limited liability company; **PREMIUM CLUB LLC**, a Delaware limited liability company; **RANKINGS TECHNOLOGIES LLC**, a Delaware limited liability company; **SELLER COMPASS LLC**, a Delaware limited liability company; **STOCKED TECHNOLOGIES LLC**, a Delaware limited liability company; **SUPPLIER TECHNOLOGIES LLC**, a Delaware limited liability company; **ZEN TECHNOLOGIES GROUP LLC**, a Delaware limited liability company; and **ZON TECHNOLOGIES LLC**, a Delaware limited liability company (together with and any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, 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.

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 such 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS, REMEDIES AND OBLIGATIONS OF THE PARTIES HERETO, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF SUCH PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF SUCH PARTIES AND ALL OTHER MATTERS RELATING HERETO, THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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:

CARBON6 TECHNOLOGIES, INC., a Delaware corporation
ALERT TECHNOLOGIES LLC, a Delaware limited liability company
ALPHA RAVEN HOUSE, LLC, a Delaware limited liability company
MERCHANDISE TECHNOLOGIES LLC, a Delaware limited liability company
NINJA TECHNOLOGIES GROUP, LLC, a Delaware limited liability company
PIXLEME TECHNOLOGIES LLC, a Delaware limited liability company
PREMIUM CLUB LLC, a Delaware limited liability company
RANKINGS TECHNOLOGIES LLC, a Delaware limited liability company
SELLER COMPASS LLC, a Delaware limited liability company
STOCKED TECHNOLOGIES LLC, a Delaware limited liability company
SUPPLIER TECHNOLOGIES LLC, a Delaware limited liability company
ZEN TECHNOLOGIES GROUP LLC, a Delaware limited liability company
ZON TECHNOLOGIES LLC, a Delaware limited liability company

Justin Cobb

By: _____

Name: Justin Cobb


Title: Chief Executive Officer

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ZON.TOOLS	5936389	December 17, 2019

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None