

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RECIPROCITY, INC.		08/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Ave. 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5300439	ZENGRG	
Registration Number:	5300440	RECIPROCITY	
Serial Number:	90530093	ZENINCIDENT	
Serial Number:	90530075	ZENVENDOR	
Serial Number:	90530048	ZENPOLICY	
Serial Number:	90530037	ZENRISK	
Serial Number:	90530025	ZENCOMPLY	
Serial Number:	97550129	RECIPROCITY ROAR PLATFORM	
Serial Number:	97550187	RECIPROCITY RISK OPERATION CENTER	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	699321.0020		

CH \$240.00 5300439

NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/Mussie B Beyene/
DATE SIGNED:	08/31/2022
Total Attachments: 9 source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page1.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page2.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page3.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page4.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page5.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page6.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page7.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page8.tif source=FP - Reciprocity - Intellectual Property Security Agreement (Executed) - Corrected#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as it may be amended, restated, supplemented or modified from time to time, this “Agreement”) is entered into as of August 30, 2022 by and between WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent (in such capacity, “Agent”), for the ratable benefit of each bank and other financial institution, from time to time party to the Loan Agreement (as defined below) (each such party, collectively, “Lender”), and each of the undersigned identified on the signature pages hereto as Grantors (together with any other entity that may become a party hereto as provided herein, each a “Grantor”, and collectively, the “Grantors”). Capitalized terms used herein without definition shall have the meaning set forth in the Loan Agreement (as defined below).

RECITALS

A. Agent, Lender and Grantors have entered into that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lender has agreed to make certain loans (“Loans”) to Reciprocity, Inc. (“Borrower”).

B. Agent and Grantors have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantors have granted to Agent, for the benefit of the Secured Parties, a valid and continuing security interest in the Intellectual Property Collateral (as defined below).

C. Pursuant to the terms of the Loan Agreement and the Security Agreement and in furtherance thereof, Grantors have duly authorized the execution, delivery and performance of this Agreement.

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 Borrower’s obligations to Lender, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. Grantors hereby pledge and grant to Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations, a continuing security interest in Grantors’ right, title and interest in, to and under security interest in all of Grantors’ right, title and interest in 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 of 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, all rights to sue for past, present and future infringements thereof, and all proceeds or distributions of the foregoing, including, without limitation, licenses, royalties,

income, payments, claims, damages and proceeds of suit, 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 Grantors 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, all rights to sue for past, present and future infringements thereof, and all proceeds or distributions of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit, 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 Grantors connected with and symbolized by such trademarks, all rights to sue for past, present and future infringements thereof, and all proceeds or distributions of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit, 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, all rights to sue for past, present and future infringements thereof, and all proceeds or distributions of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit, 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, upon the occurrence and during the continuance of an Event of Default, 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, 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.

2. Recordation. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Documents, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights, protections, immunities, indemnities and remedies of Agent with respect to the Intellectual Property Collateral are as provided to it as Administrative Agent under the Security Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assignees permitted under the Loan Agreement.

6. 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 (other than Section 5-1401 of the New York General Obligations Law).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

548 Market Street, #73905
San Francisco, CA 94104
Attention: Michael Maggio & Reciprocity
Legal
Email: mike.barsotti@reciprocity.com,
amy@reciprocity.com, mm@reciprocity.com,
legal@reciprocity.com

GRANTOR

Reciprocity, Inc.

By: Michael D Maggio
Name: Michael Maggio
Title: CEO

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attention: Ray Goldsborough
E-mail: rgoldsborough@wsfsbank.com

AGENT

**Wilmington Savings Fund Society, FSB, as
Administrative Agent**

By: 
Name: Ray Goldsborough
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Intellectual Property	Application or Registration Number	Application or Registration Date	Company/Subsidiary
ZenGRC	5300439	October 3, 2017	Reciprocity, Inc.
Reciprocity	5300440	October 3, 2017	Reciprocity, Inc.
ZenIncident	90530093	February 16, 2021	Reciprocity, Inc.
ZenVendor	90530075	February 16, 2021	Reciprocity, Inc.
Zen Policy	90530048	February 16, 2021	Reciprocity, Inc.
ZenRisk	90530037	February 16, 2021	Reciprocity, Inc.
ZenComply	90530025	February 16, 2021	Reciprocity, Inc.
Reciprocity ROAR Platform	97550129	August 16, 2022	Reciprocity, Inc.
Reciprocity Risk Operation Center	97550187	August 16, 2022	Reciprocity, Inc.

EXHIBIT D

Mask Works

None.