

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM753933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APP ORCHID INC.		08/25/2022	Corporation:
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5894581	APP ORCHID	
Registration Number:	6672559	CLOUD SEER	
Registration Number:	6181823	CONTRACT AI	
Registration Number:	6630637	CONTRACTAI	
Serial Number:	88387770	AGORA	
Serial Number:	88387793	VULCAN-UX	
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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	LEE ANN DILLON		
SIGNATURE:	/LEE ANN DILLON/		
DATE SIGNED:	09/07/2022		
Total Attachments: 3			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT dated with effect August 25, 2022 (“**Agreement**”), between **App Orchid Inc. (“Borrower”)**, with and for the benefit of **ESPRESSO CAPITAL LTD. (“Espresso”)** as administrative and collateral agent on behalf the Lender (as defined in the Loan Facility and Security Agreement).

WHEREAS, pursuant to the Loan Facility and Security Agreement between Borrower, Espresso and the Lender dated August 25, 2022, as amended, modified, restated, or replaced from time to time, (the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide Borrower with certain financings,

AND WHEREAS, Borrower as security for its Obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

Borrower, in consideration of the premises and to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to Borrower, hereby agrees with Espresso as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement, and references to Schedule ‘A’ are to the attached Schedule ‘A’.
2. **Grant of Security Interest in the Collateral.** Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):
 - (a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in Schedule ‘A’,
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
 - (c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule ‘A’,
 - (d) all renewals and extensions of the foregoing,
 - (e) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
 - (f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
3. **Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and

Security Agreement. Borrower hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.

4. **Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. **Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

App Orchid Inc.

DocuSigned by:
By Vaibhav Nadgauda
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Vaibhav Nadgauda, CEO

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd., for itself and on behalf of
the Lender

DocuSigned by:
By [Signature]
649DBDA2A61B4AD...
Enio Lazzar, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Patents

Owner	Patent / Patent Application	Patent App. No./ Publication No.	App. Date / Pub. Date
App Orchid Inc.	SYSTEM AND/OR METHOD FOR AN AUTONOMOUS LINKED MANAGED SEMANTIC MODEL BASED KNOWLEDGE GRAPH GENERATION FRAMEWORK	US 17/073,061 US 2022/0121964	10/16/2020 04/21/2022

Trademarks

Owner	Trademark	App No. / Registration No.	App. Date / Reg. Date
App Orchid Inc.	AGORA (Word Mark, Int. Cl. 9, 42)	88387770	04/16/2019
App Orchid Inc.	APP ORCHID (Word Mark, Int. Cl. 9, 35, 42)	88145982 5894581 This trademark is listed under the India jurisdiction in the PC	10/08/2018 10/29/2019
App Orchid Inc.	CLOUD SEER (Word Mark, Int. Cl. 9, 42)	88387739 6672559	04/16/2019 03/15/2022
App Orchid Inc.	 (Service Mark, Int. Cl. 42)	88652315 6181823	10/12/2019 10/20/2022
App Orchid Inc.	CONTRACT AI (Word Mark, Int. Cl. 42)	90337840 6630637	11/23/2020 01/25/2022
App Orchid Inc.	VULCAN-UX (Word Mark, Int. Cl. 9, 42)	88387793	04/16/2019