

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rainfocus, LLC		09/20/2022	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	595 Burrard St. PO Box 49500		
Internal Address:	First Tower, 6th Floor		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97573063	RAINFOCUS	
Serial Number:	97573069	RAINFOCUS ENTERPRISE	
Serial Number:	97573072	RAINFOCUS ESSENTIAL	
Serial Number:	97573078	RAINFOCUS INSIGHT	
Serial Number:	97573083	RAINFOCUS INSIGHT	
Serial Number:	97573085	RAINFOCUS ON DEMAND	
Serial Number:	97573092	RAINFOCUS ON DEMAND	
Serial Number:	97573058	RAINFOCUS	
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:	4168652965		
Email:	bnakano@grllp.com		
Correspondent Name:	Robert Nakano c/o Gardiner Roberts LLP		
Address Line 1:	22 Adelaide St. West, Suite 3600		
Address Line 4:	Toronto, ONTARIO M5H 4E3		
NAME OF SUBMITTER:	Robert Nakano		

CH \$215.00 97573063

SIGNATURE:	/Robert Nakano/
DATE SIGNED:	09/20/2022
Total Attachments: 4 source=EXECUTED - RainFocus_-_Trademark_Security_Agreement_(September_2022)#page1.tif source=EXECUTED - RainFocus_-_Trademark_Security_Agreement_(September_2022)#page2.tif source=EXECUTED - RainFocus_-_Trademark_Security_Agreement_(September_2022)#page3.tif source=EXECUTED - RainFocus_-_Trademark_Security_Agreement_(September_2022)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of September 20, 2022, is made by and between RAINFOCUS, LLC (the “**Grantor**”), in favor of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor has entered into an Credit Agreement, as borrower, dated as of October 7, 2020, as amended on September 20, 2022 (the “**Credit Agreement**”), with RAINFOCUS HOLDINGS, INC., as guarantor, and the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender a general security agreement dated as of October 7, 2020, made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security 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 the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


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

6. Governing Law. This Trademark Security 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 Trademark Security 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RAINFOCUS, LLC

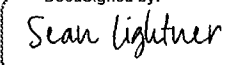
DocuSigned by:

By: _____
Name: Michael Olson
Title: Chief Financial Officer

Address for Notices:

1633 W Innovation Way
Lehi, UT 84043

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

DocuSigned by:

By: _____
Name: Sean Lightner
Title: Director,
BMO Technology and Innovation Banking

Address for Notices:

595 Burrard St.
PO Box 49500
First Bank Tower, 6th Floor
Vancouver, BC V7X 1L7

SCHEDULE 1**TRADEMARKS**

Trademark	Status	Registration Number	Registration Date	Registrant/ Applicant
RAINFOCUS (wordmark)	Registered	97573058	2022-08-31	Rainfocus, LLC
RAINFOCUS and Design	Registered	97573063	2022-08-31	Rainfocus, LLC
RAINFOCUS ENTERPRISE	Registered	97573069	2022-08-31	Rainfocus, LLC
RAINFOCUS ESSENTIAL	Registered	97573072	2022-08-31	Rainfocus, LLC
RAINFOCUS INSIGHT (wordmark)	Registered	97573078	2022-08-31	Rainfocus, LLC
RAINFOCUS INSIGHT Design	Registered	97573083	2022-08-31	Rainfocus, LLC
RAINFOCUS ON DEMAND (wordmark)	Registered	97573085	2022-08-31	Rainfocus, LLC
RAINFOCUS ON DEMAND Design	Registered	97573092	2022-08-31	Rainfocus, LLC