

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPATIAL DATA LOGIC, LLC		09/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	97076197	SDL CITIZEN	
Serial Number:	97077182	SDL REMOTE INSPECTIONS	
Serial Number:	97077180	SDL ONLINE PLAN REVIEW	
Serial Number:	97077179	SDL HOSTING	
Serial Number:	97077178	SDL ONLINE	
Serial Number:	97076204	SDL SITES	
Serial Number:	97076203	SDL PAY	
Serial Number:	97076200	SDL FORMS	
Serial Number:	97076198	SDL DESKTOP	
Serial Number:	97414552	SPATIAL DATA LOGIC	
Registration Number:	6663746	SDL MUNICIPAL MANAGEMENT SOFTWARE SPATIA	
Registration Number:	5168835	GOVSITES	
Registration Number:	4678319	SDL MOBILE	
Registration Number:	4600849	SDL PORTAL	
Serial Number:	97076192	SDL CONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1786265
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NAME OF SUBMITTER:	Yvette Stohler
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SIGNATURE:	/Yvette Stohler/
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DATE SIGNED:	09/20/2022
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 20, 2022 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **SPATIAL DATA LOGIC, LLC**, a Delaware limited liability company (f/k/a SPATIAL DATA LOGIC, INC.) ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of September 20, 2022 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SPATIAL DATA LOGIC, LLC,
a Delaware limited liability company
(f/k/a SPATIAL DATA LOGIC, INC.)

By: SDL PARENT, INC., its manager

DocuSigned by:
By: Erik Brandon Johnson
Name: Erik Brandon Johnson
Title: President

Address for Notices:
Spatial Data Logic, LLC
285 Davidson Avenue, #302
Somerset, NJ 08873
Attn: John J. Flood, III
Email: jflood3@spatialdatalogic.com;
bjohnson@gaugecapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

DocuSigned by:
By: Pino Chiappetta

Name: Pino Chiappetta

Title: Vice President

Address for Notices:
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: rick.lamoreux@bridgebank.com


EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
SDL CITIZEN	97076197			10/15/2021
SDL REMOTE INSPECTIONS	97077182			10/15/2021
SDL ONLINE PLAN REVIEW	97077180			10/15/2021
SDL HOSTING	97077179			10/15/2021
SDL ONLINE	97077178			10/15/2021
SDL SITES	97076204			10/15/2021
SDL PAY	97076203			10/15/2021
SDL FORMS	97076200			10/15/2021
SDL DESKTOP	97076198			10/15/2021
SDL CONNECT	97076192			10/15/2021
SPATIAL DATA LOGIC	97414552			05/17/2022
	90592967	6663746		03/22/2021
GOVSITES	87219321	5168835		10/26/2016
SDL MOBILE	86301064	4678319		6/5/2014
SDL PORTAL	86179858	4600849		01/30/2014

