

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760592

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
InRule Technology, Inc.		10/12/2022	Corporation: DELAWARE
Similarity Acquisition Corp.		10/12/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	436 Slater Road		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06053		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86527308	INRULE	
<b>Serial Number:</b>	86369684	INRULE TECHNOLOGY	
<b>Serial Number:</b>	86721503	THINKING IN RULES	
<b>Serial Number:</b>	86838047	IRDISTRIBUTION	
<b>Serial Number:</b>	85659511	POLICY TO PRACTICE	
<b>Serial Number:</b>	85638323	IRX	
<b>Serial Number:</b>	78596233	IRCATALOG	
<b>Serial Number:</b>	78594670	IRSDK	
<b>Serial Number:</b>	78594656	IRSERVER	
<b>Serial Number:</b>	78594652	IRAUTHOR	
<b>Serial Number:</b>	78594645	INRULE	
<b>Serial Number:</b>	78594637	INRULE TECHNOLOGY	
<b>Serial Number:</b>	77776905	IRVERIFY	
<b>Serial Number:</b>	87163540	PREDICTIONS WITH THE WHY	
<b>Serial Number:</b>	86530572	SIMMACHINES SIMILARITY SEARCH & PATTERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$390.00 86527308

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

**Phone:** 4045723401  
**Email:** morgan.roth@kslaw.com  
**Correspondent Name:** Morgan Roth  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** Suite 1600  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	06726.515159
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<b>NAME OF SUBMITTER:</b>	Morgan Roth
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<b>SIGNATURE:</b>	/s/ Morgan Roth
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<b>DATE SIGNED:</b>	10/12/2022
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, National Association (“Webster Bank”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 12, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among InRule Technology, Inc. (the “Borrower”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the “Trademark Collateral”):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

INRULE TECHNOLOGY, INC.  
as Grantor

By: Beth Worthem  
Name: Beth Worthem  
Title: Chief Financial Officer

SIMILARITY ACQUISITION CORP.  
as Grantor

By: Beth Worthem  
Name: Beth Worthem  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007865 FRAME: 0395

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By: Matthew Oranges  
Name: Matthew Oranges  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Serial No.	Reg. No.
INRULE	InRule Technology, Inc.	86527308	4812099
INRULE TECHNOLOGY	InRule Technology, Inc.	86369684	4758961
THINKING IN RULES	InRule Technology, Inc.	86721503	5052588
IRDISTRIBUTION	InRule Technology, Inc.	86838047	5228927
POLICY TO PRACTICE	InRule Technology, Inc.	85659511	4382429
IRX	InRule Technology, Inc.	85638323	4348004
IRCATALOG	InRule Technology, Inc.	78596233	3677853
IRSDK	InRule Technology, Inc.	78594670	3126069
IRSERVER	InRule Technology, Inc.	78594656	3073319
IRAUTHOR	InRule Technology, Inc.	78594652	3126068
INRULE	InRule Technology, Inc.	78594645	3068167
INRULE TECHNOLOGY	InRule Technology, Inc.	78594637	3161726
IRVERIFY	InRule Technology, Inc.	77776905	3749427
PREDICTIONS WITH THE WHY	Similarity Acquisition Corp.	87163540	5332876
SIMMACHINES SIMILARITY SEARCH & PATTERN RECOGNITION	Similarity Acquisition Corp.	86530572	4821947

2. TRADEMARK APPLICATIONS

None.