

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774566

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900728157		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Water Financial Technologies, LLC		09/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6000988	MSR-X	
Serial Number:	97210831	SUPERTRANSFER	
Serial Number:	97269521	BLUE RATE	
CORRESPONDENCE DATA			
Fax Number:	4168656636		
<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:	14168652965		
Email:	bnakano@grllp.com		
Correspondent Name:	Robert Nakano		
Address Line 1:	22 Adelaide St W, Ste. 3600		
Address Line 2:	Bay Adelaide Centre - East Tower		
Address Line 4:	Toronto, ON, CANADA M5H 4E3		
ATTORNEY DOCKET NUMBER:	121290		
NAME OF SUBMITTER:	Robert Nakano		
SIGNATURE:	/Robert Nakano/		
DATE SIGNED:	12/15/2022		
Total Attachments: 6			

source=44 - IP Security Agreement - Blue Water Tech#page1.tif
source=44 - IP Security Agreement - Blue Water Tech#page2.tif
source=44 - IP Security Agreement - Blue Water Tech#page3.tif
source=44 - IP Security Agreement - Blue Water Tech#page4.tif
source=44 - IP Security Agreement - Blue Water Tech#page5.tif
source=44 - IP Security Agreement - Blue Water Tech#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of September 21, 2022 is made by and between BLUE WATER FINANCIAL TECHNOLOGIES, LLC, a Delaware limited liability company (the “**Grantor**”) in favour of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement dated as of September 21, 2022 (the “**Credit Agreement**”), with 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 that certain General Security Agreement dated as of the date hereof 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 has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable.

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 the Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

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

(d) 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

(e) 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 Patents and the Registrar for Trademarks, and any other government officials in the US or Canada, as the case may be, to record and register this IP Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

5. Successors and Assigns. This IP 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 IP 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Delaware and the federal laws of the United States of America applicable therein, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

**BLUE WATER FINANCIAL
TECHNOLOGIES, LLC**

DocuSigned by:
Stacy Mestayer
By: _____
Name: Stacy Mestayer
Title: Chief Legal Officer
Address for Notices:
5404 Cypress Center Drive, Suite 300
Tampa, Florida 33609

SIGNED, SEALED AND DELIVERED)
in the presence of:)

DocuSigned by:
Natalia Larson

2A54C278EF4D46C...

WITNESS)
Natalia Larson)

SCHEDULES**SCHEDULE 1****PATENTS****Patent Registrations/Application**

Title	Jurisdiction	Registration/ Application Number	Issue/Filing Date	Record Owner/Applicant
AUTOMATED REAL TIME MORTGAGE SERVICING AND WHOLE LOAN VALUATION	US	62/911,735	10/07/2019	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
AUTOMATED REAL TIME MORTGAGE SERVICING AND WHOLE LOAN VALUATION	US	17/063,856	10/06/2020	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
AUTOMATED REAL TIME MORTGAGE SERVICING AND WHOLE LOAN VALUATION	PCT	PCT/US2020/5 4486	10/07/2020	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
AUTOMATED REAL TIME MORTGAGE SERVICING AND WHOLE LOAN VALUATION	CA	3151974	03/21/2022	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
AUTOMATED REAL TIME MORTGAGE SERVICING AND WHOLE LOAN VALUATION	EP	20873753.6	03/23/2022	BLUE WATER FINANCIAL TECHNOLOGIES, LLC

SYSTEM AND METHOD FOR VALUATION OF COMPLEX ASSETS	US	17/829,868	06/01/2022	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
---	----	------------	------------	--

SCHEDULE 2
TRADEMARKS

Trademark Registrations/Application

Mark	Jurisdiction	Registration/Application Number	Registration/Filing Date	Record Owner/Applicant
MSR-X	US	6000988	2020-03-03	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
SUPERTRANSFER	US	97210831	2022-01-10	BLUE WATER FINANCIAL TECHNOLOGIES, LLC
BLUE RATE	US	97269521	2022-02-16	BLUE WATER FINANCIAL TECHNOLOGIES, LLC