

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767745

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|---|------------------------------------|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRACTABLE LTD. | | 11/06/2020 | LIMITED COMPANY: ENGLAND AND WALES |
| TRACTABLE INC. | | 11/06/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CANADIAN IMPERIAL BANK OF COMMERCE | | |
| Street Address: | 81 Bay Street, 10th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 0E7 | | |
| Entity Type: | BANK: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6766427 | TRACTABLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6505657100 | | |
| <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: | 6505657022 | | |
| Email: | kceron@sidley.com | | |
| Correspondent Name: | Karla Ceron | | |
| Address Line 1: | 1001 Page Mill Road, Building 1 | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 061716.31350 | | |
| NAME OF SUBMITTER: | Karla Ceron | | |
| SIGNATURE: | /karla ceron/ | | |
| DATE SIGNED: | 11/14/2022 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 6, 2020, among CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”), TRACTABLE LTD., a England and Wales limited company, and TRACTABLE INC., a Delaware corporation (collectively, “**Grantors**”, and each, a “**Grantor**”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Bank hereby agree:

1. To secure the Obligations, each Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any of the following U.S. Intellectual Property which such Grantor obtains subsequent to the date of this Agreement: (i) patents and patent applications (including provisional applications); (ii) registered trademarks, applications to register trademarks, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright registration; and (iv) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. Article 11 of the Loan Agreement is incorporated herein by reference. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “**execution**,” “**signed**,” “**signature**” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

c/o Tractable Ltd.
The Bower
207 Old St
London EC1V 9NR
United Kingdom
Attention: Adrien Cohen, President; Marcel Kuin, Head
of Finance

GRANTORS:

TRACTABLE LTD.

By:  _____

Name: Razvan Ranca
Title: Director

TRACTABLE INC.

By:  _____

Name: Razvan Ranca
Title: Chief Financial Officer, Chief Technology Officer
and Treasurer

Address of Bank:

CIBC Innovation Banking
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7
Attention: Amy Olah, Alex Romanowski; Tyler
Tong-McDermott

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Amy Olah
Title: Executive Director, Authorized Signatory
CIBC Innovation Banking

By:  _____

Name: Caroline Tkatschow
Title: Director, Authorized Signatory
CIBC Innovation Banking

EXHIBIT A
COPYRIGHTS

None

| <u>OWNER</u> | <u>DESCRIPTION</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|--------------|--------------------|--------------------------------|------------------------------|
|--------------|--------------------|--------------------------------|------------------------------|

EXHIBIT B

PATENTS

| OWNER | DESCRIPTION | PATENT / APPLICATION NUMBER | ISSUE / APPLICATION DATE |
|----------------|---|-----------------------------------|--------------------------------|
| Tractable Ltd. | Semi-automatic labelling of datasets | 15/765,275 | April 2, 2018 |
| Tractable Ltd | Paint Blending Determination | 11,361,426 | June 14, 2022 |
| Tractable Ltd | Auxiliary Parts Damage Determination | 11,244,438 | February 8, 2022 |
| Tractable Ltd | Repair/Replace and Labour Hours Determination | 11,250,554 | February 15, 2022 |
| Tractable Ltd | Inconsistent Damage Determination | 11,257,203 | February 22, 2022 |
| Tractable Ltd | Detailed Damage Determination with Image Segmentation | 11,257,204 | February 22, 2022 |
| Tractable Ltd | Universal Car Damage Determination with Make/Model Invariance | 11,386,543 | July 12, 2022 |
| Tractable Ltd | Remote Vehicle Damage Assessment | 17/453,018 | November 1, 2021 |
| Tractable Ltd | Method of Universal Automated Verification of Vehicle Damage | 17/806,620 | January 4, 2021 |
| Tractable Ltd | Paint Refinish Determination | 17/303,064 | January 4, 2021 |
| Tractable Ltd | Undamaged/Damaged Determination | 17/303,069 | May 19, 2021 |
| Tractable Ltd | Inconsistent Damage Determination | 17/651,686 | February 18, 2022 |
| Tractable Ltd | Auxiliary Parts Damage Determination | 17/649,601 | February 1, 2022 |
| Tractable Ltd | Repair/Replace and Labour Hours Determination | 17/650,772 | February 11, 2022 |
| Tractable Ltd | Quick Domain Adaptation with Domain Confusion Loss | 17/303,106 | May 20, 2021 |
| Tractable Ltd | Detailed Damage Determination with Image Cropping | 17/303,109 | May 20, 2021 |
| Tractable Ltd | Detailed Damage Determination with Image Segmentation | 17/651,703 | February 18, 2022 |
| Tractable Ltd | Remote Vehicle Inspection | 17/659,681 | April 19, 2022 |
| Tractable Ltd | Remote Real Property Inspection | 63/363,193 | April 19, 2022 |
| Tractable Ltd | Vehicle Damage Assessment and Repair Process | 63/363,194 | April 19, 2022 |
| Tractable Ltd | AI Coach | 63/363,196 | April 19, 2022 |
| Tractable Ltd | Vehicle Inspection | 63/363,227 | April 19, 2022 |
| Tractable Ltd | Artificial Intelligence Insurance System | 63/363,231 | April 19, 2022 |
| Tractable Ltd | GaLeNet: Multimodal Learning for Disaster Prediction Management | 63/366,080 | June 9, 2022 |
| Tractable Ltd | AutoFraudNet: A Multimodal Network to Detect Fraud in the Auto Insurance Industry | 63/382,162 | November 3, 2022 |

EXHIBIT C

TRADEMARKS

| <u>OWNER</u> | <u>DESCRIPTION</u> | <u>REGISTRATION / SERIAL NUMBER</u> | <u>REGISTRATION / APPLICATION DATE</u> |
|---------------|--------------------|---|--|
| Tractable Ltd | TRACTABLE | 6,766,427 | June 21, 2022 |