

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOUD 9 SOFTWARE, INC.		11/18/2022	Corporation: 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: 2			
Property Type	Number	Word Mark	
Serial Number:	97047415	SMART SCRIPTING	
Serial Number:	97047582	RECALL FALL PROTECTION	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1837564 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	11/21/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 18, 2022 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation, as agent for certain lenders ("**Agent**") and **CLOUD 9 SOFTWARE, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of March 25, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Agent 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 Agent 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 Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[Signatures on following page.]

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

GRANTOR:

CLOUD 9 SOFTWARE, INC.,
a Delaware corporation

DocuSigned by:
Mike Ressel
By: _____
4DCF80E2EBDC4E1...

Name: Mike Ressel

Title: Vice President

Address for Notices:

CLOUD 9 SOFTWARE, INC.
1945 Vaughn Rd., NW
Kennesaw, Georgia 30144
Attention: Ken Swinney and Ann Swinney
Email: ken@cloud9.software;
ann@cloud9.softwareand

AGENT:

WESTERN ALLIANCE BANK,
an Arizona corporation

DocuSigned by:
Colin Wons
By: _____
20D0598A63944C0...

Name: Colin Wons

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>Registration Number:</u>	<u>Filing Date:</u>
TEXT	TOOTHFAIRY SMART SCRIPTING DENTAL TREATMENT CONSULTATION QUESTIONS.	TXU002282293	2021-09-28
TEXT	LEADING FROM THE PATIENT’S PERSPECTIVE: A GUIDE TO THE IMPLEMENTATION AND MANAGEMENT OF IDENTIFY GROWTH ACCELERATION PROGRAM (IGAP), DESIGNED FOR THE BENEFIT OF ORTHODONTIC PRACTICE LEADERS	TXU002018461	2016-08-04
TEXT	ORTHODONTIC PRE-TREATMENT (PRE-QUALIFICATION) AND FEEDBACK SURVEY QUESTIONS BY TBH RESOURCES, LLC AND PART OF IDENTIFY’S GROWTH ACCELERATION PROGRAM	TX0008264947	2016-08-08
TEXT	ORTHODONTIC PRE-TREATMENT SURVEY	TX0008218155	2016-04-20

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date:</u>
"SMART SCRIPTING"	97047415	SEPTEMBER 27, 2021
"RECALL FALL PROTECTION"	97047582	SEPTEMBER 27, 2021

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>