

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM776210

<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>
TIZ, INC.		12/22/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL, INC.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90773818	PROVIPAY	
<b>Registration Number:</b>	5530271	PROVI	
<b>Registration Number:</b>	5539784	TIZ	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1865178		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	12/23/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 22, 2022 by and between HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent") and TIZ, INC. ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and Grantor dated December 22, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Copyright registrations and application therefor, Patents and Patent applications and Trademark registrations and applications therefor (including without limitation such Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, proceeds of license royalties and infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the name of Agent as agent and attorney-in-fact for Grantor.

This Intellectual Property Security Agreement shall terminate and the lien on and security interest in the Collateral shall be released upon the indefeasible payment in full in cash of all the obligations and the expiration of

the commitments under the Loan Agreement. Upon the termination of this Intellectual Property Security Agreement, the Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Collateral granted herein.

Sections 11.9 (Governing Law), 11.10 (Consent to Jurisdiction and Venue) and 11.11 (Mutual Waiver of Jury Trial / Judicial Reference) of the Loan Agreement are incorporated herein by this reference as though set forth in full herein.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TIZ, INC. DocuSigned by:  
Provi (Taylor Katzman)  
370B07B48FCC415...  
Signature: \_\_\_\_\_

Print Name: Taylor Katzman

Title: Chief Executive Officer

Address:  
Attention: Chief Executive Officer  
1 North Dearborn Street, Suite 700  
Chicago, IL 60602  
email: taylor@provi.com

AGENT:

HERCULES CAPITAL, INC.

Signature: \_\_\_\_\_

Print Name: Zhuo Huang

Title: Associate General Counsel

Address:  
Attention: Chief Legal Officer  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
email: legal@htgc.com

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TIZ, INC.

Signature: \_\_\_\_\_

Print Name: Taylor Katzman

Title: Chief Executive Officer

Address:

Attention: Chief Executive Officer  
1 North Dearborn Street, Suite 700  
Chicago, IL 60602  
email: taylor@provi.com

AGENT:

HERCULES CAPITAL, INC.  
  
Signature: \_\_\_\_\_  
A64C5197222A4B2...

Print Name: Zhuo Huang

Title: Associate General Counsel

Address:

Attention: Chief Legal Officer  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
email: legal@htgc.com

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Application/Registration Date</u>
PROVIPAY	90/773,818	06/15/2021
PROVI	5,530,271	07/31/2018
TIZ	5,539,784	08/14/2018