

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quire, LLC		12/28/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	One International Place, 26th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97126709	QUIRE	
Registration Number:	6118943	Q	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1865213 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	12/28/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 28, 2022 (the "**Agreement**") between **CUSTOMERS BANK** ("**Lender**") and **QUIRE, LLC**, a Pennsylvania limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of December 28, 2022 (as amended from time to time, the "**Loan Agreement**"), between, *inter alios*, Lender 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 Lender 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"),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

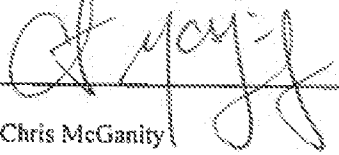
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

QUIRE, LLC,
a Pennsylvania limited liability company

By:  _____

Name: Chris McGanity

Title: Secretary

Address for Notices:

QUIRE, LLC
23 Taylor Ave.
Doylestown, PA 18901
Attn: Chris McGanity
Email: chris@ssmpartners.com

LENDER:

CUSTOMERS BANK

By: _____

Name: Kyle Barthel

Title: Vice President

Address for Notices:

CUSTOMERS BANK
One International Place, 26th Floor
Boston, MA 02110
Attn: Bobby Bryant; Sean McGah
Email: rbryant@customersbank.com;
smcgah@customersbank.com

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

GRANTOR:

QUIRE, LLC,
a Pennsylvania limited liability company

By: _____

Name: Chris McGanity

Title: Secretary

Address for Notices:

QUIRE, LLC
23 Taylor Ave.
Doylestown, PA 18901
Attn: Chris McGanity
Email: chris@ssmpartners.com

LENDER:

CUSTOMERS BANK

By:  _____

Name: Robert Bryant

Title: Managing Director & Group Co-Head
Technology & Venture Banking Group

Address for Notices:

CUSTOMERS BANK
One International Place, 26th Floor
Boston, MA 02110
Attn: Bobby Bryant; Sean McGah
Email: rbryant@customersbank.com;
smcgah@customersbank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✕

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT B
TRADEMARKS

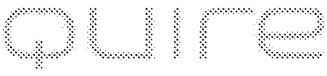

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	STATUS
	97/126,709 N/A United States	November 16, 2021 N/A	Pending
	88/776,864 6,118,943 United States	January 29, 2020 August 4, 2020	Registered

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>
N/A	N/A	N/A	N/A	N/A