

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clevertch Partners LLC		12/30/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as collateral agent		
Street Address:	1271 Avenue of the Americas		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5007905	CLEVERTECH	
Registration Number:	5007899	CLEVERTECH	
Registration Number:	5007901	CLEVERTECH	
Registration Number:	5007902	CLEVERTECH	
Serial Number:	90315312	REMOTENATIVE	
Serial Number:	90284497	RESPONSIBLEREMOTE	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		

OP \$165.00 5007905

DATE SIGNED:	12/30/2022
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 30, 2022 between the signatory hereto (the “**Grantor**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 30, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (in each case, other than any Excluded Assets):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks records this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf,” “tif,” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement


and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CLEVERTECH PARTNERS LLC,
as Grantor

By:  _____
Name: Jekutiel Shalev
Title: Chief Executive Officer

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Clevertech Partners LLC	U.S.	CLEVERTECH	RN: 5007905 AN: 86851169	12/16/15	7/26/16
Clevertech Partners LLC	U.S.	CLEVERTECH	RN: 5007899 AN: 86851144	12/16/15	7/26/16
Clevertech Partners LLC	Canada	CLEVERTECH	RN: TMA974257 AN: 1785185	6/2/16	6/22/17
Clevertech Partners LLC	European Union	CLEVERTECH	WO1306556		
Clevertech Partners LLC	Israel	CLEVERTECH	RN: 287454 AN: 287454 WO1306556		
Clevertech Partners LLC	Australia	CLEVERTECH	RN: 1792026 AN: 1792026 WO1306556		
Clevertech Partners LLC	U.S.	clevertch	RN: 5007901 AN: 86851152	12/16/15	7/26/16
Clevertech Partners LLC	U.S.	clevertch	RN: 5007902 AN: 86851157	12/16/15	7/26/16
Clevertech Partners LLC	Canada	clevertch	RN: TMA972657 AN: 1785186	6/2/16	6/5/17
Clevertech Partners LLC	European Union	clevertch	WO1313623		
Clevertech Partners LLC	Israel	clevertch	RN: 288673 AN: 288673 WO1313623		
Clevertech Partners LLC	Australia	clevertch	RN: 1802378 AN: 1802378 WO1313623		

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Clevertech Partners LLC	U.S.	REMOTENATIVE	AN: 90315312	11/12/20	N/A
Clevertech Partners LLC	Canada	REMOTENATIVE	AN: 2122248 WO1602990		
Clevertech Partners LLC	European Union	REMOTENATIVE	WO1602990		
Clevertech Partners LLC	Israel	REMOTENATIVE	RN: 341737 AN: 341737 WO1602990		
Clevertech Partners LLC	Australia	REMOTENATIVE	RN: 2196397 AN: 2196397 WO1602990		
Clevertech Partners LLC	U.S.	RESPONSIBLEREMOTE	AN: 90284497	10/28/20	N/A
Clevertech Partners LLC	Canada	RESPONSIBLEREMOTE	AN: 2116481 WO1597698		
Clevertech Partners LLC	European Union	RESPONSIBLEREMOTE	WO1597698		
Clevertech Partners LLC	United Kingdom	RESPONSIBLEREMOTE	WO0000001597698		
Clevertech Partners LLC	Israel	RESPONSIBLEREMOTE	RN: 340723 AN: 340723 WO1597698		
Clevertech Partners LLC	Australia	RESPONSIBLEREMOTE	RN: 2188844 AN: 2188844 WO1597698		

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REEL: 007935 FRAME: 0988

RECORDED: 12/30/2022