

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CloudBolt Software, Inc.		01/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	501 North Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85884854		
Serial Number:	85661299	CLOUDBOLT	
Serial Number:	86305296	SOVLABS	
Serial Number:	90020877		
Serial Number:	90020858	ONEFUSE	
Serial Number:	90020870	ONEFUSE	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	01/10/2023		

CH \$165.00 85884854

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 9, 2023, by and between STIFEL BANK, a Missouri state-chartered bank (“Bank”), CLOUDBOLT SOFTWARE, INC., a Delaware corporation, and the other Borrowers (as defined in the Loan Agreement defined below) party hereto (each, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Grantors, in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and the Borrowers dated as of the same date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Bank is willing to make the Loans to the Borrowers, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements 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;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

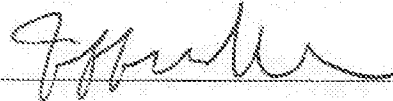
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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.

GRANTORS:

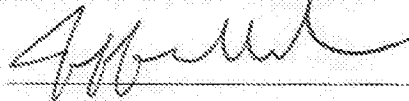
CLOUDBOLT HOLDINGS, INC.

By: 

Name: Jeffrey Kukowski

Title: Chief Executive Officer

CLOUDBOLT SOFTWARE, INC.

By: 

Name: Jeffrey Kukowski


Title: Chief Executive Officer

[Signature Page to IPSA]

TRADEMARK
REEL: 007950 FRAME: 0241

BANK:

STIFEL BANK

By: 

Name: James C. Binz

Title: Executive Vice President

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<u>Grantor</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Cloudbolt Software Inc.	CLOUD COMPUTING SERVICE CATALOG	10411974	September 10, 2019
Cloudbolt Software Inc.	ACTION-BASED COMPUTING RESOURCE CONFIGURATION	10387167	August 20, 2019
Cloudbolt Software Inc.	ENFORCING COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS RELATING TO USING COMPUTING RESOURCES	10242370	March 26, 2019
Cloudbolt Software Inc.	INFRASTRUCTURE TESTING	10623295	April 14, 2020
Cloudbolt Software Inc.	CLOUD COMPUTING RESOURCE ORCHESTRATION	10346151	July 9, 2019

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cloudbolt Software Inc.		85884854	March 24, 2013	4425350	October 29, 2013
Cloudbolt Software Inc.	CLOUDBOLT	85661299	June 26, 2012	4318943	April 9, 2013
Cloudbolt Software Inc.	SOVLABS	86305296	June 10, 2014	4946876	April 26, 2016
Cloudbolt Software Inc.		90020877	June 25, 2020	6431442	July 27, 2021
Cloudbolt Software Inc.	ONEFUSE	90020858	June 25, 2020	6496398	September 28, 2021
Cloudbolt Software Inc.	ONEFUSE	90020870	June 25, 2020	90020870	September 28, 2021