

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Technology Solutions Inc.		02/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, as Agent		
Street Address:	One East Washington Street, Suite 400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6223348	EXPANDOPEDIA	
Registration Number:	6487352	APPROVPAY	
Registration Number:	6725906	APPROVPAY	
Serial Number:	90272407	ELEMENTS GLOBAL SERVICES	
Serial Number:	97340188	ATLAS EXPAND ONBOARD MANAGE PAY	
Serial Number:	97444326		
Registration Number:	6578750	ELEMENTS GLOBAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		

OP \$190.00 6223348

DATE SIGNED:

02/10/2023

Total Attachments: 11

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Confirmatory Grant"), dated as of February 10, 2023, is made by **ATLAS TECHNOLOGY SOLUTIONS INC.**, a Delaware corporation ("Borrower"), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation, in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and permitted assigns in such capacity, "Agent").

RECITALS

WHEREAS, Borrower, Agent, the other Loan Parties, including, without limitation, the Guarantors, party thereto from time to time, and the financial institutions from time to time party thereto as lenders (each a "Lender" and collectively, the "Lenders") are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which provides (i) for Lenders to make certain loans to Borrower, and (ii) for the grant by Borrower to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in Borrower's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any Excluded Collateral (as defined in the Loan Agreement); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms of Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the "Liabilities"), Borrower hereby grants to Agent, on behalf of and for the benefit of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Loan Agreement) in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired assets and property, wherever located, excluding in each case, any Excluded Collateral (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names, tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of Borrower's business connected and associated with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed with and accepted by the United States Trademark Office (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights").

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of (and, as applicable, perfect) Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Interest. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent; provided, however, Agent is permitted to amend the Exhibits attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and permitted assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's Liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

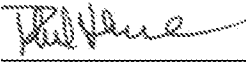
9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower; and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. Governing Law. This Confirmatory Grant 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 Confirmatory Grant and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature Pages Follow]

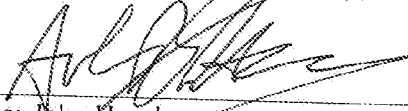
IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

ATLAS TECHNOLOGY SOLUTIONS INC.,
a Delaware corporation

By: 
Name: Richard A. Hammell
Its: Chief Executive Officer

Agreed and Accepted:

WESTERN ALLIANCE BANK, as Agent

By: 
Name: John Hooley
Its: Senior Managing Director

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 007978 FRAME: 0493






EXHIBIT A





PATENTS

None.

EXHIBIT B
TRADEMARKS

MARK	COUNTRY	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
 Expandopedia	United States	Reg. No. 6223348	Reg. Date 12/05/2020	Atlas Technology Solutions Inc.	Registered
 APPROVPAY	United States	Reg. No. 6487352	Reg. Date 09/14/2021	Atlas Technology Solutions Inc.	Registered
 ApprovPay	United States	Reg. No. 6725906	Reg. Date 05/24/2022	Atlas Technology Solutions Inc.	Registered
 ELEMENTS GLOBAL SERVICES	United States	App. Ser. No. 90272407	Filing Date 10/22/2020	Atlas Technology Solutions Inc.	Suspended
 Atlas EXPAND ONBOARD MANAGE PAY	United States	App. Ser. No 97340188	Filing Date 03/31/2022	Atlas Technology Solutions Inc.	Pending
	United States	App. Ser. No 97444326	Filing Date 06/06/2022	Atlas Technology Solutions Inc.	Published
	United States	Reg. No. 6578750	Reg. Date 12/07/2021	Elements Global Services, Inc.	Registered
	United Kingdom	Reg. No. 3481581	Reg. Date 08/21/2020	Elements Global Services, Inc.	Registered

MARK	COUNTRY	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	Australia	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	Brazil	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	China	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	India	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	International Registration	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed

MARK	COUNTRY	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	Singapore	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	Spain	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
 ATLAS EXPAND ONBOARD MANAGE PAY & THREE DOT DESIGN	United Kingdom	TBD	Filing Date 09/30/2022	Atlas Technology Solutions Inc.	Filed
APPROVPAY Design 	International Register China Australia Spain United Kingdom India Singapore	1583829	Filing Date 02/04/2021 (International) 02/03/2021 (China, Australia, Spain, UK, India, Singapore)	Elements Global Services, Inc. (now Atlas Technology Solutions Inc.)	Registered

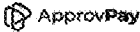
MARK	COUNTRY	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
APPROVPAY Design 	South Africa	2021/0287 9	Filing Date 02/04/2021	Elements Global Services, Inc. (now Atlas Technology Solutions Inc.)	Pending

EXHIBIT C
COPYRIGHTS

None.

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