

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTICAL MANAGEMENT SYSTEMS, INC.		03/22/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5644609	VMS LEADERS IN FINANCIAL TECHNOLOGY	
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:	1938749 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	03/22/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 22, 2023, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **VERTICAL MANAGEMENT SYSTEMS, INC.**, a California corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of March 22, 2023 (as amended from time to time, the "**Loan Agreement**"), among, *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.

[Signature Page Follows]

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

GRANTOR:

VERTICAL MANAGEMENT SYSTEMS, INC.,
a Delaware corporation

By:  _____

Name: Lee Garber

Title: Vice President

Address for Notices:

Vertical Management Systems, Inc.
c/o NewSpring Holdings LLC
555 East Lancaster Avenue, 3rd Floor
Radnor, Pennsylvania 19087
Attn: Lee Garber
Email: lgarber@newspringcapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: Colin Wons

Title: Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: cwons@bridgebank.com

[Signature Page to Intellectual Property Security Agreement – Vertical]

DMS 25472957

TRADEMARK
REEL: 008010 FRAME: 0471

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

GRANTOR:

VERTICAL MANAGEMENT SYSTEMS, INC.,
a Delaware corporation

By:

Name: Lee Garber

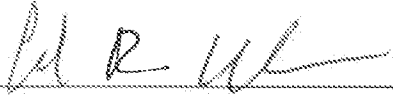
Title: Vice President

Address for Notices:

Vertical Management Systems, Inc.
c/o NewSpring Holdings LLC
555 East Lancaster Avenue, 3rd Floor
Radnor, Pennsylvania 19087
Attn: Lee Garber
Email: lgarber@newspringcapital.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: Colin Wons

Title: Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: cwons@bridgebank.com

[Signature Page to Intellectual Property Security Agreement – Vertical]

DMS 25472957

TRADEMARK
REEL: 008010 FRAME: 0472

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>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
VMS LEADERS IN FINANCIAL TECHNOLOGY	87584212	5,644,609		8/25/2017

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>