

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XIGNITE, INC.		03/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4351517	XIGNITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	03/22/2023		
<b>Total Attachments: 7</b>			
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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 **XIGNITE, INC.**, a Delaware 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.

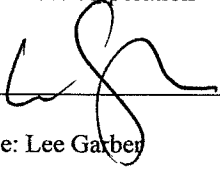
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in 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:**

**XIGNITE, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Lee Garber

Title: Vice President

Address for Notices:

Xignite, 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](mailto:cwons@bridgebank.com)

[Signature Page to Intellectual Property Security Agreement – Xignite]

DMS 25472982

**TRADEMARK**  
**REEL: 008010 FRAME: 0480**

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

**GRANTOR:**

XIGNITE, INC.,  
a Delaware corporation

By:.....

Name: Lee Garber

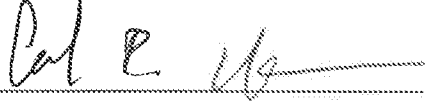
Title: Vice President

Address for Notices:

Xignite, 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 -- Xignite]

**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>Jurisdiction</u>	<u>U.S. Serial Number or Foreign Equivalent:</u>	<u>Registration Number:</u>	<u>USPTO Reference Number or Foreign Equivalent:</u>	<u>Registration Date:</u>
XIGNITE	United States		4351517		06/11/2013
XIGNITE	Canada		TMA917025		10/14/2015
XIGNITE	European Union		1129250		06/18/2012
XIGNITE	Japan		5861009		06/24/2016
XIGNITE	Japan		5860263		06/17/2016
XIGNITE	Singapore		1129250		03/19/2013
XIGNITE	United Kingdom		UK00801129250		08/06/2013



**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>
“Methods And Systems For Taking An Electronic Communication Action In Response To Detecting A Market Condition”	US 10,592,912	15/370,982	YES	03/17/2020
“Methods And Systems For Generating A Financial Market Snapshot”	US 11,164,255	16/035,253	YES	11/02/2021
“Exception Processing Systems And Methods”	US 20200242636	16/776,853	YES	07/30/2020
“Systems and Methods for Generating a Financial Market Snapshot”	US 20210398219	17/466,244	YES	12/23/2021
“Methods and Systems for Processing Market Data”	US 11,574,323	N/A	YES	02/07/2023
“Methods and Systems for Providing Information for Financial Instruments”	N/A	16/544,254	NO	N/A
“Universe Patent Application”	N/A	62/719439	NO	N/A