

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Throtle, Inc.		03/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IQVIA Inc.		
<b>Street Address:</b>	2400 Ellis Rd.		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27703		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5384229	THROTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Yilong Liu		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Yilong Liu - 53587.0006		
<b>NAME OF SUBMITTER:</b>	Yilong Liu		
<b>SIGNATURE:</b>	/Yilong Liu/		
<b>DATE SIGNED:</b>	03/22/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated with effect March 22, 2023 (this “**Agreement**”), made and executed by **Throttle, Inc.**, a Delaware corporation (the “**Company**”), in favor of IQVIA Inc., a Delaware corporation (“**IQVIA**”).

**WHEREAS**, pursuant to that certain Convertible Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified, renewed, replaced or refinanced from time to time, the “**Note Purchase Agreement**”), by and between the Company and IQVIA, IQVIA has agreed to provide the Company with certain financings,

**AND WHEREAS**, the Company as security for its obligations under the Note Purchase Agreement and pursuant to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Security Agreement**”), by and between the Company and IQVIA, shall grant a security interest in certain intellectual property of the Company under this Agreement,

**The Company, in consideration of the premises and** to induce IQVIA to enter into the Note Purchase Agreement and provide financings to the Company, hereby agrees with IQVIA as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the respective meanings given them in the Note Purchase Agreement or the Security Agreement, as applicable, and references to Schedule ‘A’ are to the attached Schedule ‘A’.
2. **Grant of Security Interest.** As security for the prompt and complete payment and performance in full of all Obligations, the Company, pursuant to the Security Agreement, did and hereby does pledge and grant to IQVIA and its successors and assigns, a continuing security interest in all of its right, title and interest in, to and under the following (the “**IP Collateral**”):
  - (a) all its letters patent and all registrations thereof and all applications for letters patent, including registrations and pending applications in the United States Patent and Trademark Office (“**USPTO**”), and all intellectual property licenses providing for the grant by or to such the Company of any right under any patent, now owned or hereafter acquired and owned by the Company, including, without limitation, those referenced to in Schedule ‘A’;
    - (i) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
  - (b) all its trademarks (except for intent-to-use trademarks and applications therefor), service marks, trade dress, logos and other source identifiers, in each case, all registrations thereof, and all registration and application filed in connection therewith, including in the USPTO, and all intellectual property licenses providing for the grant by or to the Company of any right under any trademark, now owned or hereafter acquired and owned by the Company, including, without limitation, those referred to in Schedule ‘A’ (“**Trademarks**”);
    - (i) all renewals and extensions of the foregoing; and
    - (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
  - (c) all its copyrights and registrations and applications for registration of any such copyrights, including

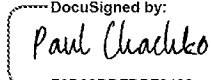
registrations and pending application of registration in the United States Copyright Office, now owned or hereafter acquired and owned by the Company, including, without limitation, those referred to in Schedule 'A'; and

- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing clauses (a) through (c), including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 3. **Note Purchase Agreement and Security Agreement.** The security interest granted pursuant to this Agreement is granted in furtherance, and not in limitation of, the security interest granted to IQVIA pursuant to the Note Purchase Agreement and the Security Agreement. The Company hereby acknowledges and agrees the rights and remedies of IQVIA with respect to the security interest in the IP Collateral made and granted by this Agreement are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Note Purchase Agreement or the Security Agreement, as applicable, the terms of the Note Purchase Agreement or the Security Agreement, as applicable, shall govern.
- 4. **The Company Remains Liable.** The Company hereby agrees, anything in this Agreement to the contrary notwithstanding, the Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the IP Collateral and intellectual property licenses subject to the security interest granted under this Agreement.
- 5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.
- 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of law rules (except to the extent governed by the UCC).

[Signature Page Follows]

The Company has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Throttle, Inc.

By  \_\_\_\_\_  
F0D89DDFD73468...  
Paul Chachko, Chief Executive Officer

ACCEPTED AND AGREED at the date first above written

IQVIA Inc.

By \_\_\_\_\_

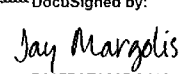
The Company has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Throtle, Inc.

By \_\_\_\_\_  
Name: Paul Chachko  
Title: Chief Executive Officer

ACCEPTED AND AGREED at the date first above written

IQVIA Inc.

By  \_\_\_\_\_  
Name: Jay Margolis  
Title: SVP & GM, Information Solutions

**Schedule 'A'**  
**to Intellectual Property Security Agreement**

*Patents*

None.

*Trademarks*

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Throtle, Inc.	THROTTLE (Word Mark, Int. Cl. 35, 42)	5384229	01/23/2018

*Copyrights*

<b>Owner</b>	<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>
Throtle, Inc.	Private Data Store User Interface (COMPUTER FILE)	VA0002211597	06/17/2020