

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795846

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900752795

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CloudCover IP, LLC		11/09/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	MONTGOMERY CAPITAL PARTNERS V, LP
Street Address:	2500 Dallas Parkway
Internal Address:	SUITE 533
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	Limited Partnership: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5586579	CLOUDCOVER
Registration Number:	6136855	
Serial Number:	90837329	
Registration Number:	4045622	CLOUDCOVER
Serial Number:	97043574	C3C
Serial Number:	97132558	CCIRUS
Serial Number:	97097742	CLOUDCOVER CYBERSAFETY
Serial Number:	90882228	CYBERSAFETY AS A PLATFORM
Serial Number:	90882158	CYBERSAFETY PLATFORM
Serial Number:	90811174	FIREWALL EVERYWHERE
Serial Number:	90811185	FIREWALL YOUR DATA
Serial Number:	90811199	FIREWALL DATA INSURANCE

CORRESPONDENCE DATA

Fax Number: 2146926255

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.

Phone: 2146926200
Email: wptrademarks@wickphillips.com
Correspondent Name: Isaac J. Brown
Address Line 1: 3131 MCKINNEY AVENUE, SUITE 500
Address Line 4: Dallas, TEXAS 75204

NAME OF SUBMITTER: Isaac J. Brown

SIGNATURE: /Isaac J. Brown/

DATE SIGNED: 03/20/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is executed as of November 9, 2022, CloudCover IP, LLC, a Texas limited liability company (together with its permitted successors and assigns, the “Company”), in favor of MONTGOMERY CAPITAL PARTNERS V, LP, a Texas limited partnership (the “Secured Party”).

Recitals

A. Reference is made to that certain Loan and Security Agreement of even date herewith (as amended, restated modified or otherwise supplemented from time to time, the “Security Agreement”), executed by and among the Company, CLOUDCOVER, LTD., a Minnesota corporation, CLOUDCOVER USA, INC., a South Dakota corporation, CLOUDCOVER RE, INC., a Minnesota corporation, and the Secured Party; and

B. The Company owns the registered copyrights, trademarks and applications therefor more particularly described on Schedule A annexed hereto as part hereof (collectively, the “Intellectual Property”).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Indebtedness, as defined in the Security Agreement.

1. The Company hereby represents that Schedule A hereto contains a complete list, as of the date hereof, of registrations or applications for registration of copyrights, trademarks, or patents in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party’s lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Indebtedness, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Promissory Note of even date herewith, executed by the Company in favor of the Secured Party.

3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

4. Secured Party agrees, upon full payment of the Indebtedness, the Security Interest is released and discharged and Secured Party will execute any documents reasonably requested by Borrower (including but not limited to a Release of Financing Statements) to accomplish this purpose.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

COMPANY:

CLOUDCOVER IP, LLC.,
a Minnesota limited liability company

A handwritten signature in black ink, appearing to read 'S. Cardot', is written over a horizontal line.

By: _____
Name: Stephen C. Cardot
Title: President

SCHEDULE A

PATENTS

Issued Patents

Title	Patent No.	File No.
INTEGRATED DATA TRAFFIC AND MONITORING SYSTEM	8,832,833	61160.101103
METHOD AND SYSTEM FOR DEFEATING DENIAL OF SERVICE ATTACKS	8,973,143	55745.127102
INTEGRATED DATA TRAFFIC AND MONITORING SYSTEM	10,326,777	61160.101104
CYBERSAFETY INCREMENTAL INSURANCE POLICY UTILIZING BLOCKCHAIN UNDERWRITING PROCESS	11,223,647	55745.125102

Patent Applications

Title	Serial No.	File No.
CYBERSAFETY SCORE	17/014,601	55745.119102
CYBERSAFETY INCREMENTAL INSURANCE POLICY UTILIZING BLOCKCHAIN UNDERWRITING PROCESS	17/573,502	55745.125103
CYBER-SAFETY THREAT DETECTION SYSTEM	17/587,129	55745.129102
CYBERSAFETY CERTIFICATION SYSTEM AND METHOD	17/750,921	55745.121102
CYBER SAFETY INSURANCE POLICY UNDERWRITING METHOD	17/962,241	55745.119103
INFORMATION TECHNOLOGY NETWORK AVAILABILITY METHOD AND RISK AWARENESS SYSTEM	63/277,656	55745.122101
DATABASE CYBERSAFETY	63/277,845	55745.120101
CYBERSAFETY CERTIFICATION SYSTEM AND METHOD	63/277,849	55745.121101
DATA ASSET RISK ENCAPSULATION AND RISK SEGMENTATION	63/277,859	55745.124101
SYSTEMS AND METHODS FOR INSURING DATA OVER THE INTERNET	63/305,492	55745.131101

TRADEMARKS

Trademark	File No.	Reg./Applic. No.	Country	Status
CLOUDCOVER	55745.001061	59592	Bermuda	Pending
CLOUDCOVER	55745.001231	32487238	China	Registered
CLOUDCOVER	55745.010001	5,586,579	US	Registered
CLOUDCOVER	55745.010002	TMA1,047,381	Canada	Registered
CLOUDCOVER	55745.010878	1302644 Madrid Protocol	Australia	Registered
			Austria	Registered
			Benelux	Registered
			Columbia	Registered
			Cyprus	Registered
			Czech Republic	Registered
			Denmark	Registered
			Finland	Registered
			France	Registered
			Germany	Registered
			Greece	Registered
			Iceland	Registered
			India	Registered
			Ireland	Registered
Italy	Registered			
Japan	Registered			
Liechtenstein	Registered			
Mexico	Registered			
New Zealand	Registered			
Norway	Registered			

Trademark	File No.	Reg./Applic. No.	Country	Status			
CloudCover Logo (Class 9)	55745.012001	6,136,855	Poland	Registered			
			Portugal	Registered			
			Romania	Registered			
			Singapore	Registered			
			South Korea	Registered			
			Spain	Registered			
			Sweden	Registered			
			Switzerland	Registered			
			Turkey	Registered			
			United Kingdom	Registered			
			US	Registered			
			Bermuda	Registered			
			Canada	Registered			
			Indonesia	Registered			
South Africa	Registered						
CloudCover Logo (Class 9)	55745.012002	TMA1,072,882	Australia	Registered			
			Europe	Registered			
			Israel	Registered			
			India	Registered			
			Japan	Registered			
			Mexico	Registered			
			New Zealand	Registered			
			Norway	Registered			
			United Kingdom	Registered			
			CloudCover Logo (Class 9)	55745.012360	IDM000711884	Australia	Registered
						Europe	Registered
						Israel	Registered
						India	Registered
						Japan	Registered
Mexico	Registered						
New Zealand	Registered						
Norway	Registered						
United Kingdom	Registered						
CloudCover Logo (Class 9)	55745.012710	2017/28796				Australia	Registered
						Europe	Registered
						Israel	Registered
						India	Registered
						Japan	Registered
			Mexico	Registered			
			New Zealand	Registered			
			Norway	Registered			
			United Kingdom	Registered			
			CloudCover Logo (Class 9)	55745.012878	1408169 Madrid Protocol	Australia	Registered
						Europe	Registered
						Israel	Registered
						India	Registered
						Japan	Registered
Mexico	Registered						
New Zealand	Registered						
Norway	Registered						
United Kingdom	Registered						

Trademark	File No.	Reg./Applic. No.	Country	Status
ClouddCover Logo (Class 36)	55745.031001	90/837,329	US	Pending
ClouddCover Logo (Class 36)	55745.031032	4.079.679	Argentina	Pending
ClouddCover Logo (Class 36)	55745.031060	59593	Bermuda	Pending
ClouddCover Logo (Class 36)	55745.031152	1482364	Chile	Published
ClouddCover Logo (Class 36)	55745.031591	292987-01	Panama	Published
ClouddCover Logo (Class 36)	55745.031710	2021/34515	South Africa	Pending
ClouddCover Logo (Class 36)	55745.031765	02247481	Taiwan	Registered
ClouddCover Logo (Class 36)	55745.031825	370993	United Arab Emirates	Registered
ClouddCover Logo (Class 36)	55745.031878	1647505 Madrid Protocol	Brazil	Pending
			Columbia	Pending
			Iceland	Pending
			Switzerland	Pending
			Russia	Registered
			Singapore	Pending
			South Korea	Pending
			Turkey	Registered
			United Kingdom	Registered
CLOUDCOVER	55745.016001	4,045,622	US	Registered
C3C	55745.024001	97/043,574	US	Pending
CCIRUS	55745.036001	97/132,558	US	Pending
CLOUDCOVER CYBERSAFETY	55745.035001	97/097,742	US	Pending
CYBERSAFETY PLATFORM	55745.032001	90/882,158	US	Pending
CYBERSAFETY AS A PLATFORM	55745.033001	90/882,228	US	Pending
FIREWALL EVERYWHERE	55745.028001	90/811,174	US	Pending

Trademark	File No.	Reg./Applic. No.	Country	Status
FIREWALL EVERYWHERE	55745.028878	1640121 Madrid Protocol	Australia	Registered
			Canada	Pending
			Japan	Pending
			New Zealand	Registered
			Norway	Pending
			South Korea	Pending
			United Kingdom	Registered
FIREWALL YOUR DATA	55745.029001	90/811,185	US	Pending
FIREWALL DATA INSURANCE	55745.030001	90/811,199	US	Pending

WEBSITES/DOMAIN NAMES

Website Name
https://cloudcover.cc
https://cloudcover.net