

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elixir Lab USA Inc.		04/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boathouse Capital III LP		
Street Address:	353 W. Lancaster, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6924703	REDBIRD AI	
Registration Number:	6922548	CARDINALITY.AI	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	04/10/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of April 7, 2023 between each of the signatories hereto (each individually, a "Grantor" and collectively, the "Grantors") in favor of BOATHOUSE CAPITAL III LP, a Delaware limited partnership, as the agent for the Purchasers and as the agent for the Secured Parties (in such capacity for each of the Purchasers and the Secured Parties, as applicable, the "Agent").

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 7, 2023 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein, including in the preamble hereto, but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement), by and among the Grantors, the other grantors party thereto, and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor's right, title, and interest in, to, and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, each Grantor and the Agent agree as follows:

SECTION 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor's right, title, and interest in, to, and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing, to the extent owned or purported to be owned by such Grantor: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present, and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (each individually, a "Copyright" and collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, in each case to the extent owned or purported to be owned by such Grantor, including, but not limited to: (i) all registrations, provisional, and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present, and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii)

all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (each individually, a "Patent" and collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs, and general intangibles of a like nature, all registrations and applications for any of the foregoing, to the extent owned or purported to be owned by such Grantor, including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present, and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (each individually, a "Trademark" and collectively, the "Trademarks"); provided that nothing shall be deemed to create any security interest or lien in any intent-to-use Trademark applications to the extent that the grant of a security interest or lien therein would impair the validity or enforceability of such intent to use Trademark applications under applicable law.

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, to the extent owned or purported to be owned by such Grantor, including but not limited to: (i) the right to sue for past, present, and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (each individually, a "Trade Secret" and collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret; (B) any right to manufacture, use, import, export, distribute, offer for sale, or sell any invention covered in whole or in part by a Patent; and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit, and sell materials derived from any Copyright, (ii) the right to sue or otherwise recover for any and all past, present, and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages, and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer record this Agreement.

SECTION 3. Governing Law. This Agreement and any claims, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 4. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to

those set forth in the Security Agreement and the Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Purchase Agreement, the provisions of the Security Agreement or the Purchase Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

ELIXIR LAB USA INC.

DocuSigned by:

By: Thiag Loganathan
Name: Thiag Loganathan
Title: President & CEO

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights:

None.

2. Patents:

None.

3. Trademarks:

Owner	Trademark	Jurisdiction	Application or Registration #	Filing Date	Registration Date
Issuer	Redbird AI	United States	6924703	December 9, 2021	December 13, 2022
Issuer	Cardinality.ai	United States	6922548	November 5, 2021	December 13, 2022