

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALIDIC, INC.		04/07/2023	Corporation: DELAWARE
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: 7			
Property Type	Number	Word Mark	
Registration Number:	5975434	VALIDIC	
Registration Number:	5291881	VITALSNAP	
Registration Number:	6994516	VALIDIC	
Registration Number:	6994519	VALIDIC	
Registration Number:	6994520	VALIDIC	
Registration Number:	6994522		
Registration Number:	6994521		
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:	1957620 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		

OP \$190.00 5975434

DATE SIGNED:	04/21/2023
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Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 7, 2023 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **VALIDIC, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of February 14, 2020 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

This Agreement amends and restates, without novation, that certain Intellectual Property Security Agreement, dated as of February 14, 2020, between Grantor and Bank, which was originally recorded with the US Patent and Trademark Office on February 14, 2020 at Reel and Frame Number 6864/0751 and Reel and Frame Number 51822/0584.

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 Bank 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 Borrower 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.

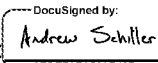
Except as expressly set forth in clause (h) above, Intellectual Property Collateral does not include any third party Copyrights, Trademarks, Patents or other intellectual property rights owned by third parties that are licensed to the Grantor. The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies. Promptly upon the satisfaction in full, in cash, of all Obligations and when Bank has no further obligation to make any Credit Extensions hereunder, upon prior written request from Grantor and at Grantor's sole cost and expense, Bank will file all applicable instruments (including UCC termination statements) to release its lien on the Intellectual Property Collateral.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

VALIDIC, INC., a Delaware corporation

By: 
9EDFF8FA569E427...

Name: Andrew Schiller


Title: Chief Executive Officer

Address for Notices:

Attn: Legal Department
701 West Main Street, Suite 620
Durham, NC 27701
Email: legal@validic.com

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 
10720b5b9294920...

Name: Bill Fields

Title: Vice President

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: legaldepartment@westernalliancebank.com

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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>
VALIDIC	88396962	5975434		04/22/2019
VITALSNAP	86883657	5291881		09/19/2017
VALIDIC	90874718	6994516		08/10/2021
VALIDIC	90874863	6994519		08/10/2021
VALIDIC	90874880	6994520		08/20/2021
	90874993	6994522		08/20/2021
	90874976	6994521		08/20/2021

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>
OPTICAL READING OF EXTERNAL SEGMENTED DISPLAY	10,083,365	15/220,612	ISSUED	09/25/2018
AUTHENTICATING DATA TRANSFER		15/850008	PUBLISHED	
AUTHENTICATING DATA TRANSFER		14/934088	PUBLISHED	