

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RiskLens, Inc.		05/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RCF3, LLC		
Street Address:	2901 Bee Caves Rd., Suite K		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5161865	RISKLENS	
Registration Number:	5819427		
Registration Number:	6162462		
Serial Number:	88838945	RISKLENS FAIR ENTERPRISE MODEL	
Serial Number:	90053917	RISKLENS RAPID RISK ASSESSMENT	
Serial Number:	90053922	RISKLENS ACCELERATION SERVICES	
Serial Number:	90721330	RISKLENS CYBERSECURITY PRIORITIZATION AN	
Serial Number:	90721338	CONTROLS PHYSIOLOGY	
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:	2146926200		
Email:	greg.young@wickphillips.com		
Correspondent Name:	Gregory A. Young		
Address Line 1:	7004 Bee Cave Road, Bldg. 1, Suite 110		
Address Line 4:	Austin, TEXAS 78746		
ATTORNEY DOCKET NUMBER:	5544.42		
NAME OF SUBMITTER:	Gregory A. Young		

OP \$215.00 5161865

SIGNATURE:	/Gregory A. Young/
DATE SIGNED:	05/08/2023
Total Attachments: 6 source=Recurring - RiskLens - IP Security Agreement - 5-5-23#page1.tif source=Recurring - RiskLens - IP Security Agreement - 5-5-23#page2.tif source=Recurring - RiskLens - IP Security Agreement - 5-5-23#page3.tif source=Recurring - RiskLens - IP Security Agreement - 5-5-23#page4.tif source=Recurring - RiskLens - IP Security Agreement - 5-5-23#page5.tif source=Recurring - RiskLens - IP Security Agreement - 5-5-23#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of May 5, 2023, is entered into by **RISKLENS, INC.**, a Delaware corporation (“**Grantor**”), and RCF3, LLC, a Texas limited liability company (“**Lender**”) having an address at 2901 Bee Caves Rd., Suite K, Austin, Texas 78746.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Loan and Security Agreement dated as of May 2, 2023, among Grantor, as Borrower Representative, Lender, and the other parties thereto (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”).

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Lender, in all of Grantor’s Patents, Trademarks, Copyrights, registered mask works, any other registrations and recordings thereof and applications, pending or otherwise, in connection therewith, now owned or hereafter acquired, in each case, to the extent constituting Collateral, including the Patents, Trademarks and Copyrights listed on Schedule 1 hereto (collectively, the “**Secured Intellectual Property**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Lender hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, assigns and grants to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing, in order to secure the Obligations.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Termination of Security Interest.

Subject to the terms of the Loan Agreement and following full payment of the Obligations, the Lender shall, at Grantor’s sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, the Lender may modify this Agreement, after obtaining the Grantor's approval or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents, Trademarks or Copyrights currently owned by Grantor or any Patents, Trademarks or Copyrights acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents, Trademarks or Copyrights in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Lender and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Lender given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

RISKLENS, INC.,
a Delaware corporation

D J Sutor

By:

Name: David Sutor

Title: Chief Financial Officer

LENDER:

RCP3, LLC,
a Texas limited liability company

By:

Name: Brian Henley

Title: Managing Director

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

RISKLENS, INC.,
a Delaware corporation

By: _____
Name:
Title:

LENDER:

RCF3, LLC,
a Texas limited liability company


By: _____
Name: Brian Henley
Title: Managing Director

SCHEDULE 1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Title and Description	Date of Application	Date of Registration	Pending Serial No.	Registered Trademark No.
RISKLENS	N/A	3/14/2017	N/A	5161865
RISKLENS round logo with three graduating bar lines (US)	12/18/2018	7/30/2019	N/A	5,819,427
RISKLENS round logo with three graduating bar lines (AUS)	5/30/2018	11/23/2020	N/A	2013069
RISKLENS round logo with three graduating bar lines (CA)	6/3/2019	N/A	1966412	N/A
RISKLENS round logo with three graduating bar lines (EU)	5/30/2019	11/13/2019	N/A	18073885
FAIR word mark (AUS)	5/30/2019	N/A	2013071	N/A
FAIR word mark (CA)	5/31/2019	N/A	1966097	N/A
FAIR word mark (EU)	5/30/2019	11/13/2019	N/A	18073882
FAIR Institute words and device (AUS)	5/30/2019	9/16/2020	N/A	2013070
FAIR Institute words and device (CA)	6/3/2019	N/A	1966413	N/A
FAIR Institute Logo and Words (UK)	7/22/2020	11/6/2020	N/A	UK00003514706
FAIR Institute words and device (EU)	5/29/2019	11/13/2019	N/A	18073816
FAIR Institute Logo (EU)	7/29/2020	2/16/2021	N/A	18279579
FAIR (US) (logo only no words) depicted within comprised of seven rectangles linked by hierarchy lines	1/30/2020	9/29/2020	N/A	6162462
RF-EM (EU)	3/31/2020	N/A	18218592	N/A
RiskLens FAIR Enterprise Model (EU)	3/31/2020	7/28/2020	N/A	18217545
RF-EM (CA)	3/25/2020	N/A	2019242	N/A
RiskLens FAIR Enterprise Model (CA)	3/25/2020	N/A	2019241	N/A
RiskLens FAIR Enterprise Model (UK)	3/31/2020	7/28/2020	N/A	UK00918217545
RiskLens FAIR Enterprise Model (AU)	4/23/2020	10/26/2020	N/A	2083607
RiskLens FAIR Enterprise Model (US)	7/6/2020	N/A	88838945	N/A
RiskLens Rapid Risk Assessment (US)	7/15/2020	N/A	90053917	N/A
RiskLens Acceleration Services (US)	7/15/2020	N/A	90053922	N/A
RiskLens Acceleration Services (AU)	7/15/2020	N/A	2146755	N/A
RF-EM (AU)	4/23/2020	10/26/2020	N/A	2083604
RiskLens FAIR Enterprise Model (CA)	6/25/2020	N/A	1966412	N/A
RiskLens Rapid Risk Assessment (AU)	1/5/2021	N/A	2146754	N/A
RiskLens Rapid Risk Assessment (CA)	1/5/2021	N/A	2075244	N/A
RiskLens Rapid Risk Assessment (EU)	1/14/2021	5/25/2021	N/A	18376373
RiskLens Rapid Risk Assessment (UK)	1/6/2021	6/11/2021	N/A	UK00003575436
RiskLens Accelerations Services (CA)	1/5/2021	N/A	2075244	N/A
RiskLens Acceleration Services (EU)	1/14/2021	N/A	18376372	N/A
RiskLens Acceleration Services (UK)	1/12/2021	N/A	UK00003578008	N/A

Title and Description	Date of Application	Date of Registration	Pending Serial No.	Registered Trademark No.
RiskLens CyberSecurity Prioritization and Justification (US)	5/19/2021	N/A	90721330	N/A
Controls Physiology (US)	5/19/2021	N/A	90721338	N/A
CONTROLS PHYSIOLOGY (AU)	11/17/2021	2228830	2228830	44589
CONTROLS PHYSIOLOGY (CA)	11/17/2021	2147601	N/A	N/A
CONTROLS PHYSIOLOGY (EU)	11/18/2021	18604738	18604738	44651
CONTROLS PHYSIOLOGY (UK)	11/17/2021	UK00003722580	UK00003722580	44610
FAIR-Cam (AU)	11/17/2021	44595	2228826	2228826
FAIR-Cam (CA)	11/17/2021	N/A	2147593	N/A
FAIR-Cam (EU)	11/18/2021	18604737	18604737	44651
FAIR-Cam (UK)	11/17/2021	UK00003722591	UK00003722591	44610

Issued	18073885	European Union Trademark and Designs Office	11/13/2019	5/30/2019	CIRCLE WITH BARS Logo	RiskLens, Inc.
Issued	UK00918217545	United Kingdom	7/28/2020	3/31/2020	RISKLENS FAIR ENTERPRISE MODEL	RiskLens, Inc.

Patents:

Title and Description	Date of Application	Date of Issue	Pending Serial No.	Issued Patent No.
Systems and Methods for Determining the Efficacy of Computer System Security Policies (pending)	5/28/2018	N/A - Pending	15/990,739	N/A - Pending
Systems, Methods and Storage Media for Determining the Impact of Failures of Information Systems Within an Architecture of Information Systems	6/10/2019	N/A - Pending	16435603 (application No.)	N/A - Pending
Systems and Methods For Monitoring and Correcting Computer System Security Practices	9/17/2019	N/A - Pending	16/573,175	N/A - Pending
Systems, methods and Storage Media for Calculating the frequency of cyber risk loss within computing systems	2/26/2020	N/A - Pending	16801206	N/A - Pending
Systems, methods and storage media for determining the impact of failures of information systems within an architecture of	5/28/2020	12/17/2020	PCT/US20/34817 (application No.)	PCT/US20/34817
Systems, methods and storage media for calculating the frequency of cyber loss within computing systems	2/4/2021	N/A Pending	PCT/US21/16573	PCT/US21/16573
Systems and methods for monitoring and correcting computer system security practices	8/5/2020	3/25/2021	PCT/US20/44948	PCT/US20/44948

Copyrights: None