

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevate Services, Inc.		12/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NH Expansion Credit Fund Holdings LP		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6406955	ELEVATEFLEX	
Registration Number:	5504143	LEXSEMBLE	
Registration Number:	5194567	LEXPREDICT	
Registration Number:	5184383		
Registration Number:	5126951	ELEVATE	
Serial Number:	90856052	ELEVATENEXT	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2001358		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	05/15/2023		

OP \$165.00 6406955

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) is entered into as of December 22, 2017 by and between **NH EXPANSION CREDIT FUND HOLDINGS LP**, a Delaware limited partnership (“**Purchaser**”) and **ELEVATE SERVICES, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Grantor and Purchaser are parties to that certain Note and Warrant Purchase and Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”).

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Purchaser a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement Grantor hereby agrees as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement, Grantor grants and pledges to Purchaser a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property that Grantor owns (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Purchaser under the Purchase Agreement. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser provided for herein or in the Purchase Agreement or any of the Note Documents, 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 Purchaser of any one or more of the rights, powers or remedies provided for in this Agreement, the Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Patents, Copyrights or Trademarks to which Grantor has registered or filed a pending application, as applicable.

Grantor hereby authorizes Purchaser to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Patents, registered Trademarks, registered Copyrights, or applications for any of the foregoing of which Grantor obtains ownership subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

Any capitalized terms used herein without definition shall have the meaning herein as set forth in the Purchase Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

GRANTOR:

Address of Grantor:

10250 Constellation Boulevard, Suite 2815
Los Angeles, CA 99067

Attn: GEN'L COUNSEL

ELEVATE SERVICES, INC.

By: [Signature]
Name: DANIEL R. COLE
Title: GENERAL COUNSEL

PURCHASER:

Address of Purchaser:

1585 Broadway, 39th Floor
New York, NY 10036

Attn: Debra Abramovitz and William Reiland

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP L.P., its general partner
By: MS Expansion Credit GP Inc., its general partner

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

GRANTOR:

Address of Grantor:

10250 Constellation Boulevard, Suite 2815
Los Angeles, CA 99067

Attn: _____

ELEVATE SERVICES, INC.

By: _____

Name: _____

Title: _____

PURCHASER:

Address of Purchaser:

1585 Broadway, 39th Floor
New York, NY 10036

Attn: Debra Abramovitz and William Reiland

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP L.P., its general partner

By: MS Expansion Credit GP Inc., its general partner

By:  _____

Name: WILLIAM T. REILAND

Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights



None.

EXHIBIT B

Patents

None.

**EXHIBIT C
TRADEMARKS**

Description	US Serial No.	US Reg. No.	App/Reg Date
ELEVATENEXT	90856052	Application	7/29/2021
ELEVATEFLEX	90007083	6406955	7/6/2021
LEXSEMBLE	87365560	5504143	6/26/2018
LEXPREDICT	87087851	5194567	5/2/2017
	86832587	5184383	4/18/2017
ELEVATE	86832593	5126951	1/24/2017
YERRA SOLUTIONS	79133696	4500055	3/25/2014
	79137898	4558032	7/1/2014