# CH \$40.00 60901

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM814553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APPTIUM TECHNOLOGIES LLC		06/01/2023	Limited Liability Company: VIRGINIA

## **RECEIVING PARTY DATA**

Name:	TD SYNNEX CORPORATION	
Street Address:	16202 Bay Vista Drive	
City:	Clearwater	
State/Country:	FLORIDA	
Postal Code:	33760	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	6090167	APPTIUM	

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 858-509-4071

**Email:** sdipdocket@pillsburylaw.com

Correspondent Name: Michelle L. Mehok

Address Line 1: 11682 El Camino Real, Suite 200
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Michelle L. Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	06/01/2023

#### **Total Attachments: 7**

source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page1.tif source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page2.tif source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page3.tif source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page4.tif source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page5.tif

source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page6.tif source=SNX - Apptium - Intellectual Property Security Agreement [Executed]#page7.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2023 by and between TD SYNNEX CORPORATION, a Delaware corporation ("Lender") and APPTIUM TECHNOLOGIES LLC, a Virginia limited liability company ("Grantor").

## **RECITALS**

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Apptium Technologies LLC ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender, Borrower/Grantor, Apptium Technologies India Private Limited, 9182918 Canada Inc. and each of Borrower's subsidiaries from time to time party thereto dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- B. Lender is willing to make the Loans to Borrower/Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

## **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Borrower/Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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, all rights corresponding thereto throughout the world 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 Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of

law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, 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 intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	GRANTOR: APPTIUM TECHNOLOGIES
Apptium Technologies LLC Attention: Rickey Kapani 12120 Sunset Hills Road, Suite 250 Reston, Virginia 20190 Email: rickkapani@gmail.com	By:  Title: Chief Executive Officer
Address of Lender:	LENDER:
Tiddless of Delider.	
TD SYNNEX Corporation 16202 Bay Vista Drive	TD SYNNEX CORPORATION
Clearwater, FL 33760	By:
Attention: Chief Legal Officer Email: David.Vetter@tdsynnex.com	Бу.
	Title

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	GRANTOR: APPTIUM TECHNOLOGIES
Apptium Technologies LLC	LLC
Attention: Rickey Kapani 12120 Sunset Hills Road, Suite 250 Reston, Virginia 20190	By:
Email: rickkapani@gmail.com	Title:
Address of Lender:	LENDER:
TD SYNNEX Corporation 16202 Bay Vista Drive Clearwater, FL 33760	TD SYNNEX CORPORATION  By:
Attention: Chief Legal Officer Email: David.Vetter@tdsynnex.com	
	David R. Vetter, Chief Legal Officer

[Signature Page to Intellectual Property Security Agreement]

# EXHIBIT A

Copyrights

NONE.

# **EXHIBIT B**

Patents

NONE.

# EXHIBIT C

# Trademarks

Trademark:	Jurisdiction:	Class and Goods or Services:	App. Or Reg. No.:	Status:
APPTIUM	Australia	42: Platform as a service (PAAS) featuring computer software platforms for use in application development and deployment for digital business.	IR 1508210  Australia Reg. No. 2061751	Registered: December 10, 2019
APPTIUM	EU	42: Platform as a service (PAAS) featuring computer software platforms for use in application development and deployment for digital business.	IR 1508210	Registered: December 10, 2019
APPTIUM	India	42: Platform as a service (PAAS) featuring computer software platforms for use in application development and deployment for digital business.	IR 1508210 India Reg. No.: 4407482	Registered: December 10, 2019
APPTIUM	UK	42: Platform as a service (PAAS) featuring computer software platforms for use in application development and deployment for digital business.	IR 1508210 UK Reg. No.: UK00801508210	Registered: December 10, 2019
APPTIUM	US	42: Platform as a service (PAAS) featuring computer software platforms for use in application development and deployment for digital business.	U.S. Reg. No.: 6090167 Registration of origin for IR 1508210	Registered: June 30, 2020

**RECORDED: 06/01/2023**