

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALIANZA, INC.		05/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3219626	COUNTERPATH	
Registration Number:	3923343		
Registration Number:	3923344		
Registration Number:	4194845	BRIA	
Registration Number:	6447416	C	
Registration Number:	6447357	CYMBUS	
Registration Number:	6447414	CYMBUS	
Registration Number:	6453119	ALIANZA	
Registration Number:	6447402	C	
Registration Number:	6447354	CYMBUS	
Registration Number:	6447406	CYMBUS	
Registration Number:	6453117	ALIANZA	
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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		

OP \$315.00 3219626

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	06/05/2023
Total Attachments: 8 source=02. Alianza IP Security Agreement(174968159.1)#page1.tif source=02. Alianza IP Security Agreement(174968159.1)#page2.tif source=02. Alianza IP Security Agreement(174968159.1)#page3.tif source=02. Alianza IP Security Agreement(174968159.1)#page4.tif source=02. Alianza IP Security Agreement(174968159.1)#page5.tif source=02. Alianza IP Security Agreement(174968159.1)#page6.tif source=02. Alianza IP Security Agreement(174968159.1)#page7.tif source=02. Alianza IP Security Agreement(174968159.1)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of May 31, 2023 (the “Effective Date”) by and between TEXAS CAPITAL BANK (“Lender”) and ALIANZA, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor’s Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, 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 constituting Collateral (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned by Grantor that are registered or pending registration with the United States Patent and Trademark Office, and (iii) listed on Schedule C are all patents and patent applications owned by Grantor that are registered or pending registration with the United States Patent and Trademark Office.

3. [Reserved].
4. The security interest granted herein 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 and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the 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 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.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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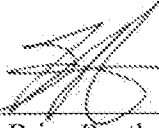
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1064 N. County Blvd
Pleasant Grove, UT 84062

ALIANZA, INC.

By: 
Name: Brian Beutler
Title: Chief Executive Officer

Address of Lender:

2000 McKinney Avenue, Suite 700
Dallas, TX 75201

LENDER:

TEXAS CAPITAL BANK

By: 
Name: Josh Seaman
Title: Executive Director

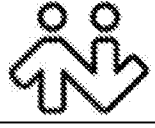
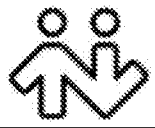
SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Mark	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
<u>COUNTERPATH</u>	10/13/2005	78/732,692	3,219,626	3/20/2007	Alianza, Inc.
	3/6/2007	77/123,715	3,923,343	2/22/2011	Alianza, Inc.
	3/6/2007	77/123,721	3,923,344	2/22/2011	Alianza, Inc.
<u>BRIA</u>	9/25/2007	77/288,591	4,194,845	8/21/2012	Alianza, Inc.
<u>"C" Logo/Mark</u>	11/10/2020	90/311,100	6,447,416	8/10/2021	Alianza, Inc.
<u>"CYMBUS" Logo/Mark</u>	11/10/2020	90/310,912	6,447,357	8/10/2021	Alianza, Inc.
<u>"CYMBUS" Logo/Mark</u>	11/10/2020	90/311,092	6,447,414	8/10/2021	Alianza, Inc.
<u>"ALIANZA" Logo/Mark</u>	11/10/2020	90/310,885	6,453,119	8/17/2021	Alianza, Inc.
<u>"C" Logo/Mark</u>	11/10/2020	90/311,052	6,447,402	8/10/2021	Alianza, Inc.
<u>"CYMBUS" Mark/Name</u>	11/10/2020	90/310,901	6,447,354	8/10/2021	Alianza, Inc.
<u>"Cymbus" (word) US TM</u>	11/10/2020	90/311,071	6,447,406	8/10/2021	Alianza, Inc.
<u>"Alianza" (word) US TM</u>	11/10/2020	90/310,858	6,453,117	8/17/2021	Alianza, Inc.

SCHEDULE C

Patents

Registered Patents

Title	Appln. No.	Filing Date	Patent/Pub. No.	Issue/Pub. Date	Assignee
Circuit switched cellular network to internet calling with internet antennas	10/463,111	6/16/2003	7,804,821	9/28/2010	Alianza, Inc.
Presence detection for cellular and internet protocol telephony	11/183,379	7/18/2005	7,809,381	10/5/2010	Alianza, Inc.
Handoff for cellular and internet protocol telephony	11/183,534	7/18/2005	7,502,615	3/10/2009	Alianza, Inc.
Intersystem Communications	11/617,931	12/29/2006	8,848,880	12/29/2006	Alianza, Inc.
Network Based Authentication	11/397,313	4/3/2006	8,763,081	6/24/2014	Alianza, Inc.
Automatic configuration of peripheral devices	11/656,887	1/22/2007	7,958,276	6/7/2011	Alianza, Inc.
Multimedia Interactive Telephony Services	12/290,662	10/30/2008	8,542,673	9/24/2013	Alianza, Inc.
Method and system for extending services to cellular devices	13/406,790	2/28/2012	9,131,006	9/8/2015	Alianza, Inc.
Method and system for handoff between wireless networks	11/832,928	8/2/2007	8,184,590	5/22/2012	Alianza, Inc.
Enhanced presence detection for routing decisions	12/813,022	6/10/2010	9,774,695	9/26/2017	Alianza, Inc.

Title	Appln. No.	Filing Date	Patent/Pub. No.	Issue/Pub. Date	Assignee
Mobile telephone reselection between a circuit switched cellular network and the internet and use of the internet to connect mobile switching centers to antennas	13/709,732	12/10/2012	10,681,612	6/9/2020	Alianza, Inc.
Method and system for dynamically configuring a client installed and running on a communication device	15/524,855	11/7/2014	10,985,983	4/20/2021	Alianza, Inc.