

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEVANA SOLUTIONS, LLC		06/30/2023	Limited Liability Company: SOUTH CAROLINA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	5009577	DEVANA SOLUTIONS	
Registration Number:	5374276	DEVANA SOLUTIONS	
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:	2040859 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	06/30/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 30, 2023 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **DEVANA SOLUTIONS, LLC**, a South Carolina limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of December 6, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

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 Grantor 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.

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.

[Signatures on following page.]

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

GRANTOR:

DEVANA SOLUTIONS, LLC,
a South Carolina limited liability company

By:  _____

Name: Stephen Johnson

Title: Chief Executive Officer

Address for Notices:

Devana Solutions, LLC
1340 Environ Way Ste. 318
Chapel Hill, NC 27517

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: Colin Wons

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: colin.wons@bridgebank.com

DMS 26578981

[Signature Page to Intellectual Property Security Agreement]

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Name: Stephen Johnson

Title: Chief Executive Officer

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Devana Solutions, LLC
1340 Environ Way Ste. 318
Chapel Hill, NC 27517

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: Colin Wons

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: colin.wons@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 26578981

TRADEMARK
REEL: 008119 FRAME: 0676

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>
Source Code	PROPEL and PROPEL Enterprise Software	N/A	N/A	N/A	N/A
Online Content	Website and social media content (narrative text, images, and videos)	N/A	N/A	N/A	N/A
Promotional Materials	Promotional materials for Grantor	N/A	N/A	N/A	N/A
Training Materials	Training materials for Grantor	N/A	N/A	N/A	N/A

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>Filing Date:</u>
DEVANA SOLUTIONS	86789171	5009577	07/26/2016
DEVANA SOLUTIONS	5374276	5374276	01/09/2018

Unregistered Trademarks:

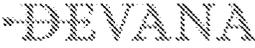
1. 
2. 
3. LYNK UP
4. 
5. BETTER DATA. BETTER DECISIONS. BETTER OUTCOMES.
6. THE DATA YOU NEED. THE PRECISION TO MAKE IT COUNT.
7. 
8. PROPEL
9. PROPEL ENTERPRISE

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Issued Or Published?</u>	<u>Jurisdiction</u>	<u>Issue Date:</u>
Method and Apparatus for Managing Clinical Trials and Research	PCT/US2016/56059	Published	WO	N/A
Method and Apparatus for Managing Clinical Trials and Research	Serial No. 62/238,860	Published	US	N/A
Method and Apparatus for Managing Clinical Trials and Research	Serial No. 15/765,440	Abandoned	US	N/A
Method and Apparatus for Managing Clinical Trials and Research	Serial No. 17/391,827	Published	US	N/A