

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828800

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900789367		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAYARI ANALYTICS LLC		07/28/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	81 Bay Street, 10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5160115	SAYARI ANALYTICS	
<b>Serial Number:</b>	97446509	SAYARI	
<b>Serial Number:</b>	97446505	SAYARI	
<b>Serial Number:</b>	97446499	SAYARI	
<b>Serial Number:</b>	97446494	SAYARI	
<b>Serial Number:</b>	97446490	SAYARI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2074386		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		

<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	08/02/2023
<b>Total Attachments: 6</b> source=CIBC_Sayari Labs_ IP Security Agreement (7.2023)#page1.tif source=CIBC_Sayari Labs_ IP Security Agreement (7.2023)#page2.tif source=CIBC_Sayari Labs_ IP Security Agreement (7.2023)#page3.tif source=CIBC_Sayari Labs_ IP Security Agreement (7.2023)#page4.tif source=CIBC_Sayari Labs_ IP Security Agreement (7.2023)#page5.tif source=CIBC_Sayari Labs_ IP Security Agreement (7.2023)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of July 28, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and SAYARI ANALYTICS LLC, a Delaware limited liability company (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Intellectual Property Security Agreement is made for collateral purposes only. At such time as the Bank’s obligation to provide Advances under the Loan Agreement has terminated and all Obligations have been indefeasibly paid in full and performed, the Bank shall promptly execute and deliver to the Grantors, at the Grantors’ request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or advisable to terminate the security interest of the Bank in the Intellectual Property, subject to any disposition thereof which may have been made by the Bank pursuant to the terms hereof or of the Loan Agreement.

4. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o Sayari Labs Inc.  
829 7th Street NW  
Washington, DC 20001  
Attention: Eric Rhoades  
Email: [erhoades@sayarianalytics.com](mailto:erhoades@sayarianalytics.com)

GRANTOR:

SAYARI ANALYTICS LLC

By:   
Name: Farley Mesko  
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce  
81 Bay Street, 10th Floor  
Toronto, ON M5J 0E7  
Attention: Imran Premji  
Email: [Imran.Premji@cibc.com](mailto:Imran.Premji@cibc.com)

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantor:

c/o Sayari Labs Inc.  
829 7th Street NW  
Washington, DC 20001  
Attention: Eric Rhoades  
Email: [erhoades@sayarianalytics.com](mailto:erhoades@sayarianalytics.com)

GRANTOR:

SAYARI ANALYTICS LLC

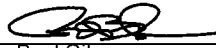
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

Canadian Imperial Bank of Commerce  
81 Bay Street, 10th Floor  
Toronto, ON M5J 0E7  
Attention: Imran Premji  
Email: [Imran.Premji@cibc.com](mailto:Imran.Premji@cibc.com)

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_  
Name: Paul Gibson  
Title: Assistant General Manager


By:  \_\_\_\_\_  
Name: Diego Recinos  
Title: Assistant General Manager

EXHIBIT A  
COPYRIGHTS  
NONE

EXHIBIT B

PATENTS

NONE

EXHIBIT C  
TRADEMARKS

Description	Registration/Serial No.	Registration/Application Date
Sayari	97446509	6/7/2022
Sayari	97446505	6/7/2022
Sayari	97446499	6/7/2022
Sayari	97446494	6/7/2022
Sayari	97446490	6/7/2022
Sayari Analytics	5160115	3/14/2017