

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRAME PLATFORM, INC.		07/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	1 EAST WASHINGTON STREET		
Internal Address:	SUITE 1400		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6110803	FRAME	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	039299.000053		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	08/02/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of July 26, 2023, by and between **FRAME PLATFORM, INC.**, a Delaware corporation ("Grantor"), and **WESTERN ALLIANCE BANK** (as successor to Webster Bank, National Association (f/k/a Sterling National Bank)), in its capacity as administrative agent for the Lenders party to the Loan Agreement referred to below (together with its successors and assigns, "Agent").

A. Agent and Lenders agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to **DIZZION, INC.**, a Delaware corporation ("Dizzion") and Grantor (collectively, the "Borrowers" and each individually, a "Borrower"), in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of December 23, 2020, by and among Dizzion, **DIZZION PARENT, INC.**, a Delaware corporation ("Intermediate Parent"), the Lenders from time to time party thereto and Agent, as supplemented by that certain Joinder to Loan and Security Agreement, dated as of the date hereof, by and among Dizzion, Intermediate Parent, Grantor and Agent (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined herein are used as defined in the Loan Agreement).

B. Lenders are willing to continue to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent (for the ratable benefit of Agent and Lenders) a security interest in certain Copyrights, Trademarks and Patents to secure the obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the obligations under the Loan Agreement, Grantor hereby grants to Agent (for the ratable benefit of Agent and Lenders) a continuing security interest in, lien on and right of set-off against, all of such Grantor's right, title and interest in and to (a) the United States copyrights and copyright applications described on Exhibit A attached hereto and made a part hereof, (b) the United States patents and patent applications described on Exhibit B attached hereto and made a part hereof, and (c) the United States trademarks and trademark applications described on Exhibit C attached hereto and made a part hereof, 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.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Agent.

3. This security interest is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

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

Addresses of Grantor:

600 17th Street
2600 S
Denver, CO 80202
Attn: Steven Prather
Telephone: (720) 354-5206
Email: steve.prather@dizzion.com

GRANTOR:

FRAME PLATFORM, INC.,
a Delaware corporation

By: DocuSigned by: Steven Prather
Name: Steven Prather
Title: Chief Executive Officer

Address of Agent:

1 East Washington Street
Suite 1400
Phoenix, AZ 85004
Attn: Colin R. Wons
Telephone: (312) 237-2360
Email: cwons@bridgebank.com

AGENT:

WESTERN ALLIANCE BANK

By: DocuSigned by: Colin Wons
Name: Colin Wons
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Description	Application Number	Registration Number
User Profile Management for Non-Domain Joined Instance Virtual Machines	16/944,003 (07/30/2020)	
Windows Single Sign-On Mechanism		11,483,305 (10/25/2022)

EXHIBIT C

Trademarks

Mark	Registration No.	Date Filed
FRAME	6,110,803	07/28/2020