

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPCHASE INC.		08/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVENUE CAPITAL MANAGEMENT II, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6457540	CAPCHASE	
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:	Joanna McCall		
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:	2087326		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	08/07/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 4, 2023 (the "**Agreement**") between **AVENUE CAPITAL MANAGEMENT II, L.P.** ("**Agent**") and **CAPCHASE INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of August 4, 2023 (as amended from time to time, the "**Loan Agreement**"), among Agent, Grantor and the lenders from time to time party thereto. 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 Agent 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"),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 Borrower connected with and symbolized by such trademarks, in each case other than "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 be contrary to applicable law (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 Agent 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 Agent as a matter of law or

equity. Each right, power and remedy of Agent 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

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

GRANTOR:

CAPCHASE INC., a Delaware corporation

DocuSigned by:

By: Przemyslaw Gotfryd
E614E5D97A9A428

Name: Przemyslaw Gotfryd

Title: Chief Operating Officer, Co-Founder

Address for Notices:

386 Park Ave South, Fl 6
New York, NY
Attn: Miguel Fernandez
Email: accounting@capchase.com
Phone #617-835-0013

LENDER:

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management GenPar II, LLC
Its: General Partner

By: _____

Name: Sonia Gardner

Title: Member

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

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

GRANTOR:

CAPCHASE INC., a Delaware corporation

By: _____

Name: Przemyslaw Gotfryd

Title: Chief Operating Officer, Co-Founder

Address for Notices:

386 Park Ave South, Fl 6

New York, NY

Attn: Miguel Fernandez

Email: accounting@capchase.com

Phone #617-835-0013

LENDER:

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management GenPar II, LLC
Its: General Partner

By: _____

Name: Sonia Gardner

Title: Member

Address for Notices:

Attn: Todd Greenbarg

11 West 42nd Street, 9th Floor

New York, New York 10036

Tel: (212) 878-3523

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 27025455

TRADEMARK
REEL: 008157 FRAME: 0771

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>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
CAPCHASE	90078117	6457540		July 28, 2020

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>