

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLOOMFIRE, INC.		08/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	28 STATE STREET		
Internal Address:	SUITE 2301		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02103		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5509089	TALLA	
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:	039299.000058		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	08/25/2023		
Total Attachments: 8			
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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”), dated as of August 24, 2023, is made by **BLOOMFIRE, INC.**, a Delaware corporation (“**Bloomfire**”), as a borrower, in favor of **WESTERN ALLIANCE BANK** (as successor to Webster Bank, National Association (f/k/a Sterling National Bank)) (together with its successors and assigns, “**Bank**”).

RECITALS

WHEREAS, Bloomfire and Bank are parties to that certain Loan and Security Agreement and Guaranty dated as of August 11, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Bank to make certain loans to Bloomfire, and (ii) for the grant by Bloomfire to Bank, of a security interest in Bloomfire’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in accordance with the security interest granted under the Loan Agreement to Bank. The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bloomfire (intending to be legally bound) hereby agrees as follows:

1. **Defined Terms of Loan Agreement**. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Security Interest in Intellectual Property**. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Liabilities**”), Bloomfire hereby grants to Bank, a continuing security interest (and hereby confirms its grant of a continuing security interest to Bank under the Loan Agreement) in and to any and all of the Bloomfire’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now

and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Bloomfire’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Bloomfire acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to be filed by Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Bank’s security interest. Bank shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Bank shall execute and deliver any document reasonably requested by Bloomfire, at Bloomfire’s cost and expense, as shall be necessary to evidence termination of the security interest granted by Bloomfire to Bank hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Bloomfire and Bank; provided, however, Bank is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Bloomfire after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Bloomfire and its successors and permitted assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns; provided, however, Bloomfire shall not assign this Confirmatory Grant or any of Bloomfire's Liabilities and obligations hereunder without the prior written consent of Bank.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Bloomfire agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Bloomfire acknowledges that a copy of this Confirmatory Grant will be filed by Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Bloomfire; and Bloomfire hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Bank or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES EXCEPT FOR SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

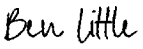
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Bank, as of the date first written above.

BLOOMFIRE:

BLOOMFIRE, INC.

DocuSigned by:

By:  _____
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Name: Ben Little

Its: Chief Executive Officer

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

Agreed and Accepted:

WESTERN ALLIANCE BANK

DocuSigned by:
Eric Tulipano
By: _____
Name: Eric Tulipano
Its: Vice President

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

EXHIBIT APATENTS

TITLE	APPLICATION NO.	REGISTRATION NO.	FILING DATE
System, apparatus, and methods for platform-agnostic message processing	62/406,846	N/A	10/11/2016
System, apparatus, and methods for platform-agnostic message processing	PCT/US2017/056220	N/A	10/11/2017
System, apparatus, and methods for platform-agnostic message processing	16/380,556	10,904,200	4/10/2019
Systems, apparatus, and methods for platform-agnostic workflow management	62/415,352	N/A	10/21/2016
State machine methods and apparatus comprising work unit transitions that execute actions relating to natural language communication, and artificial intelligence agents to monitor state machine status and generate events to trigger state machine transitions	PCT/US2017/059408	N/A	10/31/2017
State machine methods and apparatus comprising work unit transitions that execute actions relating to natural language communication, and artificial intelligence agents to monitor state machine status and generate events to trigger state machine transitions	16/399,586	N/A	04/30/2019
Method, apparatus and system for representing job candidate information as real-valued vectors, and processing such vectors to match candidates to jobs, facilitate candidate selection, and generate predictions and inferences about candidates	62/334,978	N/A	5/11/2016
System, apparatus, and methods for platform-agnostic knowledge-based question-and-answer routing	62/448,789	N/A	01/20/2017

EXHIBIT B
TRADEMARKS

MARK	REGISTRATION No.	FILING DATE	OWNER OF RECORD	STATUS
TALLA	87/136,767 5,509,089 US	08/12/2016 07/03/2018	Bloomfire, Inc.	Registered
BOTCOIN	87/625,785 N/A US	09/28/2017 N/A	Bloomfire, Inc.	Abandoned Application
BOTCHAIN	87/625,784 N/A	09/28/2017 N/A	Bloomfire, Inc.	Abandoned Application

EXHIBIT C
COPYRIGHTS

None.