

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIDERI INC.		09/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO Innovation Fund III, LLC		
Street Address:	c/o BIP Capital		
Internal Address:	3575 Piedmont Rd, Bldg 15, Suite 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	97019094	V	
Serial Number:	97019921	V VIDERI	
Serial Number:	97019158	V	
Serial Number:	97019758	VIDERI	
Serial Number:	97019792	VIDERI	
Serial Number:	97019944	V VIDERI	
Serial Number:	97019629	V VIDERI	
Serial Number:	97019883	V VIDERI	
Serial Number:	88197651	VIDERI	
Serial Number:	97019072	V	
Serial Number:	97019581	V VIDERI	
Serial Number:	97019130	V	
Serial Number:	97019112	V	
Serial Number:	97019422	V VIDERI	
Serial Number:	97019669	V VIDERI	
Serial Number:	97019692	V VIDERI	
CORRESPONDENCE DATA			

OP \$415.00 97019094

Fax Number: 4045413372

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.

Phone: 404-815-6500

Email: brook@kilpatricktownsend.com

Correspondent Name: William H. Brewster

Address Line 1: 1100 Peachtree Street

Address Line 2: Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Beth Rook
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SIGNATURE:	/Beth Rook/
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DATE SIGNED:	09/06/2023
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Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

September 6, 2023

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, VIDERI INC., a Delaware corporation (“Grantor”), having its principal office at 19 West 34th Street, Suite #1000, New York, NY 10001, hereby grants to LAGO Innovation Fund III, LLC, a Delaware limited liability company (in such capacity, “Agent”), for the benefit of Secured Creditors, a security interest in (a) all of Grantor’s right, title and interest in and to all of its United States trademarks and trademark applications, including those set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor’s rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

This Grant of Security Interest in United States Trademarks (this “Grant”) is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Loan and Security Agreement dated as of the date hereof among Grantor, the Lenders from time to time party thereto and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement). Upon termination of the Loan Agreement, Agent shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Agent, for the benefit of Secured Creditors, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.


This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Agent. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals. This Grant is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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above. IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth

GRANTOR:

VIDERI INC.

By: 
By: Wesley Nicol (Sep 1, 2023 13:16 EDT)
Name: Wesley Nicol
Title: Chief Executive Officer

Schedule A to Grant of Security Interest in United States Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
V	97019094	9/9/2021			Allowed
V Videri Design Mark	97019921	9/9/2021			Allowed
V	97019158	9/9/2021			Allowed
VIDERI	97019758	9/9/2021			Pending
VIDERI	97019792	9/9/2021			Pending
V VIDERI	97019944	9/9/2021			Pending
V VIDERI	97019629	9/9/2021			Pending
V VIDERI	97019883	9/9/2021			Pending
VIDERI	88197651	11/16/2018	6251902	1/19/2021	Registered
V	97019072	9/9/2021			Allowed
V VIDERI	97019581	9/9/2021			Pending
V	97019130	9/9/2021			Allowed
V	97019112	9/9/2021			Allowed
V VIDERI	97019422	9/9/2021			Pending
V VIDERI	97019669	9/9/2021			Allowed
V VIDERI	97019692	9/9/2021			Pending