

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLOUD COACH LLC		09/06/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street, Suite 700		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7045549	AN EXTRA 30 MINUTES IN YOUR DAY	
<b>Registration Number:</b>	7014900	C	
<b>Registration Number:</b>	5834371	C	
<b>Registration Number:</b>	4162547	CLOUD COACH	
<b>Registration Number:</b>	4328501	CLOUD COACH	
<b>Registration Number:</b>	6331355	CLOUD COACH	
<b>Registration Number:</b>	4894931	PRODUCTIVITY FOX	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2115619 TM		
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas		

OP \$190.00 7045549

<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	09/07/2023
<b>Total Attachments: 9</b> source=IP Security Agreement - Cloud Coach (EXECUTED)#page1.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page2.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page3.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page4.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page5.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page6.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page7.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page8.tif source=IP Security Agreement - Cloud Coach (EXECUTED)#page9.tif	

**INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time from time to time, this "*Agreement*") is entered into as of September 6, 2023 between **CANADIAN IMPERIAL BANK OF COMMERCE** ("*CIBC*"), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, the "*Administrative Agent*") and **CLOUD COACH LLC**, a Delaware limited liability company ("*Grantor*").

**RECITALS**

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor and the other Loan Parties in the amounts and manner set forth in that certain Credit Agreement, dated as of September 6, 2023, by and among **CLOUD COACH NORTH AMERICA LLC**, a Delaware limited liability company ("*Holdings*"), **CLOUD COACH LLC**, a Delaware limited liability company (the "*Borrower*"), the several banks and other financial institutions or entities from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), the administrative Agent and **CIBC**, as the Issuing Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower and the other Loan Parties under the Credit Agreement, Holdings, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*").

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Holdings, Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Holdings, Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings', Borrower's, and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral s

payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property that constitutes Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and 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. Grantor hereby confirms that the attached schedules of Grantor's U.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. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

3. Grantor hereby authorizes Administrative Agent to 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.

4. This Agreement or any provision hereof may not be amended, amended and restated, supplemented, waived, or otherwise modified from time to time except in accordance with Section 10.1 of the Credit Agreement.

5. Upon (1) the Discharge of Obligations, or (2) the release of Grantor from the Obligations in accordance with the Loan Documents, Administrative Agent will promptly execute and deliver to Grantor, at Grantor's expense, all documents that Grantor reasonably requests to evidence such termination or release. Administrative Agent hereby agrees to execute and deliver such documents and to perform other actions reasonably necessary to release the Lien when and as reasonably requested.

6. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.** This Section 6 shall survive the Discharge of Obligations.

**TRADEMARK**

**REEL: 008190 FRAME: 0127**

7. This Agreement is a Loan Document. 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.

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

Address of Grantor:

Cloud Coach LLC  
c/o Main Capital Partners North America  
LLC  
855 Boylston Street, Ste 1000  
Boston, MA 02116  
Attention: Daan Visscher and  
Ferdinand Obenheimer

E-Mail:

daan@maincapitalpartners.com and  
ferdinand@maincapitalpartners.com

GRANTOR:

CLOUD COACH LLC

By: 

Name: Heather Suchowski

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 008190 FRAME: 0129**

Address of Bank:

Canadian Imperial Bank of Commerce  
Credit Processing Services  
595 Bay Street, 7th Floor Toronto,  
Ontario M5G 2M8  
Attention: Aaron Ren; Vasa Ratnam;  
Andrew Phillips  
E-Mail: Aaron.Ren@cibc.com;  
Vasa.Ratnam@cibc.com;  
mailbox.innovation@cibc.com;  
Andrew.Phillips@cibc.com


ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_

Name: Andrew Phillips

Title: Assistant General Manager

By:  \_\_\_\_\_

Name: George Bixby

Title: Assistant General Manager

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 008190 FRAME: 0130**

**EXHIBIT A**  
**COPYRIGHTS**  
Registered Copyrights

None.

Pending Copyright Applications

None.



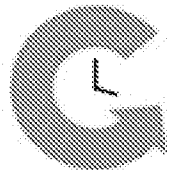
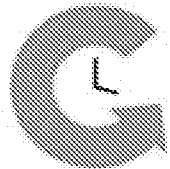
**EXHIBIT B**  
**PATENTS**  
**Issued Patents**

None.

**Pending Patent Applications**

None.

**EXHIBIT C**  
**TRADEMARKS**  
**Registered Trademarks**

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Cloud Coach LLC	Canada	TMA1138989	8/18/2022	11/09/2018	Cloud Coach LLC	AN EXTRA 30 MINUTES IN YOUR DAY
Cloud Coach LLC	Canada	TMA1138986	8/18/2022	11/09/2018	Cloud Coach LLC	C and Design
Cloud Coach LLC	Canada	TMA1110530	9/29/2021	01/28/2019	Cloud Coach LLC	C and Design
Cloud Coach LLC	US Federal	7045549	05/09/2023	11/13/2018	Cloud Coach LLC	AN EXTRA 30 MINUTES IN YOUR DAY
Cloud Coach LLC	US Federal	7014900	04/04/2023	11/13/2018	Cloud Coach LLC	C and Design
Cloud Coach LLC	US Federal	5834371	08/13/2019	02/05/2019	Cloud Coach LLC	C and Design
Cloud Coach LLC	US Federal	4162547	6/19/2012	01/04/2011	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	US Federal	4328501	4/30/2013	01/04/2011	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	US Federal	6331355	4/27/2021	01/08/2019	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	US Federal	4894931	2/2/2016	05/28/2015	Cloud Coach LLC	PRODUCTIVITY FOX
Cloud Coach LLC	European Union (Community)	018015265	7/13/2019	01/28/2019	Cloud Coach LLC	C and Design 
Cloud Coach LLC	European Union (Community)	017981825	5/18/2019	11/9/2018	Cloud Coach LLC	C and Design 
Cloud Coach LLC	European Union (Community)	009522483	7/27/2012	11/15/2010	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	European Union (Community)	018015261	3/7/2020	01/28/2019	Cloud Coach LLC	CLOUD COACH

Cloud Coach LLC	United Kingdom	918015261	3/7/2020	01/28/2019	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	United Kingdom	909522483	7/27/2012	11/15/2010	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	United Kingdom	917981825	5/18/2019	11/9/2018	Cloud Coach LLC	
Cloud Coach LLC	United Kingdom	918015265	7/13/2019	01/28/2019	Cloud Coach LLC	
Cloud Coach LLC	Australia	1927659	5/17/2018	5/17/2018	Cloud Coach LLC	An extra 30 minutes in your day
Cloud Coach LLC	Australia	1927660	5/17/2018	5/17/2018	Cloud Coach LLC	AnyProject Platform
Cloud Coach LLC	Australia	1927658	5/17/2018	5/17/2018	Cloud Coach LLC	C and Design 
Cloud Coach LLC	Australia	1990184	2/18/2019	2/18/2019	Cloud Coach LLC	CLOUD COACH
Cloud Coach LLC	Australia	1370311	7/5/2010	7/5/2010	Cloud Coach LLC	CLOUD COACH

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Cloud Coach LLC	Canada	1942991	May 18, 2022	Cloud Coach LLC	CLOUD COACH