

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEMPERIS INC.		09/29/2023	Corporation: DELAWARE
SEMPERIS GOVERNMENT SOLUTIONS LLC		09/29/2023	Limited Liability Company: DELAWARE
SEMPERIS TECHNOLOGIES INC.		09/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97560002	FOREST DRUID	
Registration Number:	6044406	HYBRID IDENTITY PROTECTION	
Registration Number:	6655284	PURPLE KNIGHT	
Registration Number:	5456203	SEMPERIS	
Serial Number:	97647253	SEMPERIS	
Serial Number:	97665981	S	
Serial Number:	97560026	SHADOW SEEKER	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		

OP \$190.00 97560002

ATTORNEY DOCKET NUMBER:	2132849 TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	10/02/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 29, 2023, by and between (a) JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and (b) SEMPERIS TECHNOLOGIES INC., a Delaware corporation, SEMPERIS INC., a Delaware corporation, and SEMPERIS GOVERNMENT SOLUTIONS LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Grantors, in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Grantors dated as of the same date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “Credit Agreement”). Lender is willing to make the Loans to the Grantors, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Lender a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements 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;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

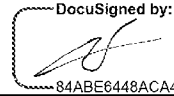
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address:

c/o Semperis Inc.
221 River Street, 9th Floor
Hoboken, NJ 07030
Attention: Legal Department

SEMPERIS TECHNOLOGIES INC.

DocuSigned by:


By: _____

Michael (Mickey) Bresman

Name: _____

Title: **CEO**

Address:

c/o Semperis Inc.
221 River Street, 9th Floor
Hoboken, NJ 07030
Attention: Legal Department

SEMPERIS INC.

DocuSigned by:


By: _____

Michael (Mickey) Bresman

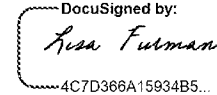
Name: _____

Title: **CEO**

Address:

c/o Semperis Inc.
221 River Street, 9th Floor
Hoboken, NJ 07030
Attention: Legal Department

SEMPERIS GOVERNMENT SOLUTIONS LLC

DocuSigned by:


By: _____

Lisa Furman

Name: _____

Title: **CEO**

LENDER:

Address:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 22nd Floor
New York, NY 10010
Attention: Zachary Klayman

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

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

GRANTORS:

Address:

c/o Semperis Inc.
221 River Street, 9th Floor
Hoboken, NJ 07030
Attention: Legal Department

SEMPERIS TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

Address:

c/o Semperis Inc.
221 River Street, 9th Floor
Hoboken, NJ 07030
Attention: Legal Department

SEMPERIS INC.

By: _____

Name: _____

Title: _____

Address:

c/o Semperis Inc.
221 River Street, 9th Floor
Hoboken, NJ 07030
Attention: Legal Department

**SEMPERIS GOVERNMENT SOLUTIONS
LLC**

By: _____

Name: _____

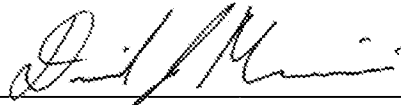
Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 22nd Floor
New York, NY 10010
Attention: Zachary Klayman

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Daniel J. Maniaci

Title: Executive Director

EXHIBIT A

Copyrights

NONE

EXHIBIT B


Patents

STATUS	APPLI CATION NUMBER	FILING DATE	Publication Date	Publication No.	Issue Date	Patent No.	Applicant/ Assignee
ISSUED	15/915,943	3/8/2018	9/12/2019	US-2019-0281010-A1	2/4/2020	10,554,615	SEMPERIS
ISSUED	16/269,938	2/7/2019	n/a	n/a	7/9/2019	10,346,085	SEMPERIS
ISSUED	16/774,507	1/28/2020	5/28/2020	US-2020-0169529-A1	7/20/2021	11,070,516	SEMPERIS
PENDING	63/391,433	7/22/2022					SEMPERIS TECHNOLOGIES INC. (US)
PENDING	18/213,337	06/23/2023					SEMPERIS TECHNOLOGIES INC. (US)
PENDING	PCT/US20 23/027156	07/07/2023					SEMPERIS TECHNOLOGIES INC. (US)

EXHIBIT C

Trademarks

Mark	Country	App. Date	App. No.	Reg. No.	Reg. Date	File status	Owner
FOREST DRUID	USA	23-Aug-22	97560002			Pending	Semperis Inc.
FOREST DRUID	Taiwan	8-Sep-22	111065646			Pending	Semperis Inc.
HYBRID IDENTITY PROTECTION	USA	10-Dec-19	88721432	6044406	28-Apr-20	Registered	Semperis Inc.
PURPLE KNIGHT	USA	24-Jan-21	90485116	6655284	22-Feb-22	Registered	Semperis Inc.
PURPLE KNIGHT	Taiwan	8-Sep-22	111065645			Pending	Semperis Inc.
SEMPERIS	Taiwan	8-Sep-22	111065643			Pending	Semperis Inc.
SEMPERIS	USA	21-Jul-16	87111918	5456203	1-May-18	Registered	Semperis Inc.
SEMPERIS	USA	25-Oct-22	97647253			Pending	Semperis Inc.
SEMPERIS	European Union	20-Apr-23	18864791			Pending	Semperis Inc.
SEMPERIS	European Union	20-Apr-23	18864702			Pending	Semperis Inc.
SEMPERIS	United Kingdom	20-Apr-23	UK00003902909	UK00003902909	21-Jul-23	Registered	Semperis Inc.
SEMPERIS	United Kingdom	20-Apr-23	UK00003902922	UK00003902922	21-Jul-23	Registered	Semperis Inc.
SEMPERIS	Israel	23-Apr-23	363204			Pending	Semperis Inc.
SEMPERIS	Taiwan	20-Apr-23	112025932			Pending	Semperis Inc.
SEMPERIS	The UAE						
SEMPERIS	The UAE						

Mark	Country	App. Date	App. No.	Reg. No.	Reg. Date	File status	Owner
 SEMPERIS Logo	USA	7-Nov-22	97665981			Pending	Semperis Inc.
SEMPERIS Logo	European Union	20-Apr-23	18864756			Pending	Semperis Inc.
SEMPERIS Logo	United Kingdom	20-Apr-23	UK00003902 928			Pending	Semperis Inc.
SEMPERIS Logo	The UAE						
SEMPERIS Logo	The UAE						
SHADOW SEEKER	USA	23-Aug-22	97560026			Pending	Semperis Inc.
SHADOW SEEKER	Taiwan	8-Sep-22	111065647			Pending	Semperis Inc.