

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843258

<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>
BOTIFY SAS		09/26/2023	Company: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLARET EUROPEAN SPECIALTY LENDING COMPANY III, S.A R.L		
<b>Street Address:</b>	412 F ROUTE D'ESCH		
<b>City:</b>	LUXEMBOURG		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-2086		
<b>Entity Type:</b>	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5932390	BOTIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	257701.000017		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		
<b>DATE SIGNED:</b>	10/02/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 26, 2023, by and between CLARET EUROPEAN SPECIALTY LENDING COMPANY III, S.À R.L., incorporated as a Société à responsabilité limitée, with registered number B246159 and its registered address at 412F Route d'Esch, L-2086 Luxembourg, Grand Duchy of Luxembourg (the "**Lender**"), and BOTIFY SAS, a company incorporated under the laws of France ("**Grantor**").

### RECITAL

A. Lender agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to BOTIFY CORPORATION, a corporation organized under the laws of the State of Delaware (the "**Borrower**"), in the amounts and manner set forth in that certain Financing and Security Agreement by and between the Lender, the Borrower and Grantor dated as of date hereof (as the same may be amended, modified or supplemented from time to time, the "**Financing Agreement**"; capitalized terms used herein are used as defined in the Financing Agreement). In accordance with the terms of the Financing Agreement, Grantor is granting to the Lender, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Financing Agreement.

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 Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Financing Agreement, effective as of the date hereof, Grantor hereby reaffirms the grant and pledge to the Lender under the Financing Agreement a security interest in all of 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 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, 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 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”); provided, however that Trademarks shall not include any intent-to-use 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.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered with the United States Copyright Office or the United States Patent and Trademark Office, or for which applications for registration or grant, as applicable, are pending with such offices, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new the Copyrights, Trademarks or Patents of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

This security interest reaffirmed herein was granted to the Lender under the Financing Agreement. The rights and remedies of the Lender with respect to such security interest hereunder are in addition to those set forth in the Financing Agreement and the other Financing Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Financing Agreement or any of the Financing Documents, 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 the Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Financing Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall be governed by the Laws of the State of New York, as if this Intellectual Property Security Agreement had been executed, delivered, administered and performed solely within the State of New York even though for the

convenience and at the request of the Grantor, this Intellectual Property Security Agreement may be executed elsewhere.

[Signature page follows]

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.

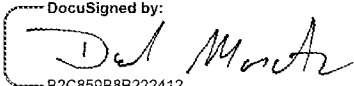
**GRANTOR:**

BOTIFY SAS

By:   
30495BF7631A2C0...  
Adrien Ménard  
Chief Executive Officer

**LENDER:**

CLARET EUROPEAN SPECIALTY  
LENDING COMPANY III, S.À R.L.

By:   
B2C859B8B222412...  
David Moscato  
Manager

By:   
E62EC254D515435...  
Riccardo Zorzetto  
Manager

EXHIBIT A

Copyrights

No.	Description	Registration Number	Application Number
1.	None		

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number
1.	None		



EXHIBIT C

Trademarks

No.	Description	Serial Number	Registration Number
1.	BOTIFY	87283179	5,932,390 (12/10/2019)