

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOCD, INC.		10/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	595 Bay Street, 7th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5G 2M8		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97397867	NOCD	
Serial Number:	97397866	KNOWOCD	
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		
ATTORNEY DOCKET NUMBER:	2132461 TM REL		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	10/03/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 3, 2023, between NOCD, INC., a Delaware corporation (“**Grantor**”), and CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”) as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, “**Agent**”) for and on behalf of the banks and other financial institutions or entities (collectively, the “**Lenders**”) from time to time party to the below referenced Credit Agreement.

RECITALS

A. CIBC, as Agent and as a Lender, the other Lenders, and Grantor are, *inter alios*, entering into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in its Intellectual Property, to the extent constituting Collateral. Grantor hereby confirms that the attached schedules of Grantor’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. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) 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.

3. **THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, 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 OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, 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 3 shall survive the Discharge of Obligations.

4. 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.

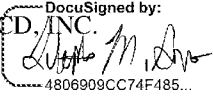
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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

NOCD, Inc.
225 N. Michigan Avenue, Suite 1430
Chicago, Illinois 60601
Attention: Matt Thorne
E-Mail: matt.thorne@nocdhelp.com

GRANTOR:

DocuSigned by:
NOCD, INC.

By: _____
Name: Stephen Smith
Title: Chief Executive Officer

Address of Agent:

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

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE
By: _____
Name: Joseph Hammer
Title: Assistant General Manager
By: _____
Name: Graham Quisenberry
Title: Assistant General Manager

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

Address of Grantor:

NOCD, Inc.
225 N. Michigan Avenue, Suite 1430
Chicago, Illinois 60601
Attention: Matt Thorne
E-Mail: matt.thorne@nocdhelp.com

GRANTOR:

NOCD, INC.

By: _____
Name: Stephen Smith
Title: Chief Executive Officer

Address of Agent:

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

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Joseph Hammer
Title: Assistant General Manager

By: _____
Name: Graham Quisenberry
Title: Assistant General Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACTIVENI602399265.3

TRADEMARK
REEL: 008216 FRAME: 0216

EXHIBIT A
COPYRIGHTS

Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
NONE		

EXHIBIT B

PATENTS

Description	Patent/Application No.	Issue/Application Date
NONE		

EXHIBIT C

TRADEMARKS

Description	Registration / Application No.	Registration / Application Date
NOCD	97397867	5/6/2022
KNOWOCD	97397866	5/6/2022